

PAHRUMP TOWN BOARD AGENDA

Mike Darby Chair	Vicky Parker Vice-Chair	Carolene Endersby Clerk	Tom Waters Member	Harley Kulkin Member
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NOTICE TO MEMBERS OF THE AUDIENCE

The Pahrump Town Board meets the second and fourth Tuesday of each month at 7:00 PM in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office on the Thursday prior to each Board meeting and are posted on the Town website at www.pahrumpnv.org

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES DECEMBER 31
Mike Darby	764-0751	mdarby@pahrumpnv.org	2012
Vicky Parker	764-8809	vparker@pahrumpnv.org	2012
Carolene Endersby	764-8791	cendersby@pahrumpnv.org	2014
Dr. Tom Waters	764-0949	twaters@pahrumpnv.org	2014
Harley Kulkin	727-1525	hkulkin@pahrumpnv.org	2014

NOTE: Town Board agendas will be posted online at www.pahrumpnv.org.

There may be a quorum of Pahrump Advisory Board members present at Town Board meetings.

TOWN OF PAHRUMP MISSION STATEMENT

“Our mission is to balance our history as a rural community with our need to provide appropriate and sustainable services to our citizens and those who visit our community. We will do this by demonstrating honest, responsive leadership and partnering, when appropriate, to augment our resources.”

SPECIAL NOTE: Any member of the public who is disabled and requires accommodation or assistance at this meeting is requested to notify the Pahrump Town Office in writing or call 775-727-5107, prior to the meeting. Assisted listening device is available at Town Board Meetings upon request with 24 hour advance notice.

"The Chairman and Pahrump Town Board members intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our representative democracy cannot function effectively in an environment of personal attacks, slander, threats of violence and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings".

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.**

July 26, 2011

AGENDA

- 1. Call to Order, Moment of Silence, and Pledge of Allegiance.**
- 2. Discussion and Possible Decision** regarding Moving the Order of or Deleting an Agenda Item(s). (For Possible Action)
- 3. Discussion and Possible Decision** to Approve a Proclamation for Ms. Senior Golden Years USA Queen’s Court as “Ambassadors of Pahrump.” (For Possible Action)
- 4. Announcements** (Non-Action Item)
- 5. Public Comment:** Action may not be taken on matters considered during this period until specifically included on an agenda as an action item – NRS241.020(2)(c)(3). (Non-Action Item)
- 6. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 7. Discussion** on Town of Pahrump Economic Development Report. (Non-Action Item)
- 8. Discussion and Possible Decision** to Accept and Approve Seven (07) 2011 Nevada Commission on Tourism Marketing Grants to the Town of Pahrump in the amount of \$23,050, which require matching funds in the amount of \$21,300 that will be obtained from the Tourism Room Tax Fund and All Matters Properly Related Thereto. (For Possible Action)
- 9. Discussion and Possible Decision** to Approve the Recommendation from the Pahrump Tourism and Convention Council Advisory Board to Award RFP 2011-01, Pahrump Promotional Video to M Creative Group in the Amount not Exceed \$11,105. (For Possible Action)
- 10. Discussion and Possible Decision** to Approve staff to place a Request for Proposal (RFP) in the Local and Regional Newspapers for the design, development and maintenance of a Tourism Website and All Matters Properly Related Thereto. (For Possible Action)
- 11. Discussion and Possible Decision** to Approve a Two-year Contract July 1, 2011 to June 30, 2013 between the Town of Pahrump and the International Association of Fire Fighters Union (IAFF) and All Matters Properly Related Thereto. (For Possible Action)
- 12. Discussion and Possible Decision** to either Terminate or Extend by Three Months the Lease with Option to Purchase Agreement with Growponics Nevada LLC/Water Lily Ranch and All Matters Properly Related Thereto. (For Possible Action)

- 13. Discussion and Possible Decision** to Appoint Members to the Community Center Task Force and All Matters Properly Related Thereto. (For Possible Action)
- 14. Discussion and Possible Decision** to approve a second Federal Aviation Administration (FAA) Grant for the completion of Phase II of the Environmental Impact Statement (EIS) for the Proposed Pahrump Valley Airport in the amount of \$600,000.00 in which the Town's contribution is 5% or \$30,000.00. (For Possible Action)
- 15. Discussion and Possible Decision** to establish timelines, process, and responsibility for conducting annual Town Manager performance evaluation per Pahrump Town Board Policy #11.1 to 11.4 for the purpose of determining T.M. pay & contract negotiations and All Matters Properly Related Thereto. (For Possible Action)
- 16. Discussion and Possible Decision** to Approve the Change of wording to the Town Board Policy, Section 6.3.3, to allow more latitude for the Vice-Chairman in assigning members to review the payment vouchers. (For Possible Action)
- 17. Discussion and Possible Decision** to Approve Placing the following question on each Town of Pahrump Advisory Board agenda requesting each Advisory Board to submit an answer to the Town Board within 60 to 90 days: If the Town of Pahrump were to consider the development of an event center, community center and/or fairgrounds, where would be the best location, what are the pros and cons of the recommend location and any suggestions for the utilization of such a development. (For Possible Action)
- 18. Discussion and Possible Decision** to Approve either placing Public Comment at the beginning of the meeting before any items on which action may be taken and again before adjournment or after each action item pursuant to the Open Meeting Law change AB 257 – NRS 241.020(2)(c)(3). (For Possible Action)
- 19. Discussion** on organizing a Town Board retreat. (Non-Action Item)
- 20. Discussion and Possible Decision** Consent agenda items: (For Possible Action)
- a. Action – Approval of Town Vouchers.
 - b. Action – Approval of Town Board Minutes for July 12, 2011.
 - c. Action – Approval on accepting the resignation of Mrs. Sandra Darby from the Pahrump Boundary Line Advisory Board.
 - d. Action – Approval of awarding a Grant to the Pahrump Tourism and Convention Council Advisory Board in amount not to exceed \$36,050 from the Tourism Room Tax Fund for supplemental funding to implement the Nevada Commission on Tourism marketing projects.
- 21. Future Meetings/Workshops: Date, Time and Location** (Non-Action Item)
- 22. Staff's Comments** (Non-Action Item)
- 23. Town Board Member's Comments** (Non-Action Item)
- 24. Adjournment**

A quorum of Advisory Board members may be present at any Town Board meeting but they will not take any formal action.

Any member of the public, who wishes to speak during public comment or on an agenda item, at the appropriate time, will be limited to three (03) minutes. Items may be taken out of order. Items may be combined. Items may be pulled or removed from the agenda at any time.

Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request.

This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations:

PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, FLOYD'S ACE HARDWARE, and CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED
7/8/2011

DATE OF DESIRED BOARD MEETING
7/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and possible decision regarding approval to proclaim Ms. Senior Golden Years USA Queen's Court as "Ambassadors of Pahrump"
(See "Proclamation")

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

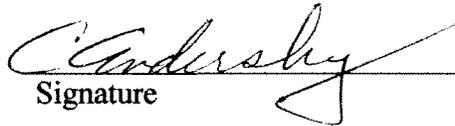
Nevada Silver Tappers were proclaimed as "Ambassadors of Pahrump" for their work representing Pahrump across the western states and beyond. An extension of that group is the Ms. Senior Golden Years USA. The request is to include Ms. Senior Golden Years USA, Queen's Court along with the Nevada Silver Tappers as "Ambassadors of Pahrump"

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Carolene Endersby

SPONSORED BY:

Carolene Endersby
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

PROCLAMATION

By virtue of the authority given to the Pahrump Town Board by the laws of the County of Nye and by the State of Nevada;

***WHEREAS,** the Ms Senior Golden Years, USA was founded for women who have reached the age of elegance and who want to give back to the community of Pahrump and who want to have fun; and*

***Whereas,** the Ms Senior Golden Years, USA Queens and Queens Court have performed at many events throughout the Southwestern United States and donate their time and proceeds from performances to community charitable organizations for needy seniors and families; and*

***Whereas,** the Ms Senior Golden Years, USA Court represent the Town of Pahrump whenever they perform in a manner to promote the well being and quality of life we enjoy; and*

***Whereas,** the Pahrump Town Board supports the efforts put forth by Ms Senior Golden Years, USA:*

***NOW THEREFORE,** we the Town Board of the Town of Pahrump, having met this 26th day of July, 2011, do hereby proclaim the Ms Senior Golden Years, USA, Queens and Queens Court and joining with the Nevada Silver Tappers and be known as the Ambassadors of Pahrump from this day forward.*

Dated this 26th day of July, 2011



Mike Darby, Chairman

Vicky Parker, Vice Chair

Carolene Endersby, Clerk

Harley Kulkin

Dr. Tom Waters

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED
7/11/2011

DATE OF DESIRED BOARD MEETING
7/26/2011

CIRCLE ONE: Action Item

Non-Action Item

Presentation

ITEM REQUESTED FOR CONSIDERATION:
Announcements.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
See Attached.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board, Citizens & Staff

SPONSORED BY:

Pahrump Town Board
Print Name

Pahrump Town Board
Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

Announcements

July 26, 2011

- Incorporation Advisory Board will meet on July 27th at 6pm in the Town Annex.
- Pahrump Boundary Line Advisory Board will meet on July 28th at 6:30pm in the Town Office Conference Room.
- Public Lands Advisory Board will meet on August 3rd at 7pm in the Town Annex.
- The Pahrump Tourism Board will meet will be on August 4th at 8am in the Town Annex.
- The Nuclear Waste and Environmental Advisory Board will meet on August 5th at 2pm in the Town Annex.
- The Arena Advisory Board will meet on August 11th at 7pm in the Town Annex.
- Parks and Recreation Advisory Board will meet on August 17th at 6:30pm in the Town Annex.
- The Veterans Memorial Advisory Board will meet on August 18th at 6pm in the Town Annex.
- Pahrump Movie Night in the Park will continue every Saturday night through August 20th. Movies will be hosted at Ian Deutch Memorial Park. This week's movie is scheduled to be the movie Narnia and next week is scheduled as Secretariat.
- Us-TOO Prostate Cancer Support Group will meet on July 28th in the Hospital Training Room from 6:00 PM.
- The Nye County Sheriff's Office is sponsoring the G.R.E.A.T. Summer Program at Ian Deutch Memorial Park August 8th-12th. Pre-registration will be August 7 from noon until 4pm.
- The Breast Cancer Support Group will meet August 19th from 11:00am-12:30am at the Nathan Adelson Hospice.
- Pahrump Valley Rough Riders will be holding an event on August 20th from 9am at the Arena.
- The Social Security Administration will be in the Town Annex on August 30th at 9am.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED
7/11/2011

DATE OF DESIRED BOARD MEETING
7/26/2011

CIRCLE ONE: Action Item

Non-Action Item

Presentation

ITEM REQUESTED FOR CONSIDERATION:
Public Comment

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board & Citizens

SPONSORED BY:

Pahrump Town Board
Print Name

Pahrump Town Board
Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107
Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
7/11/2011

DATE OF DESIRED BOARD MEETING
7/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Advisory Board Reports.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board & Advisory Boards

SPONSORED BY:

Pahrump Town Board
Print Name

Pahrump Town Board
Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

Town's Economic Development Report

07/20/11

Date	Company	Meeting	Phone	Computer	Discussion/Reason
07/18-20	FRI-10CO-0708	X	X	X	Commercial Center & Wind Project & Company Selected
07/15-17	ABA & NBL/BMX	X	X	X	Meet w/COO at National Event in LV. Still interested in Pahrump
07/14/11	CPEV-9CO-0411	X	X	X	Met with CFO BV Organizing Funding Proposal in Pahrump
07/1/11	ZDI-4P-0808		X	X	Still Nego-Site Plan & Facility
07/11-15/11	MI-10CO-0411			X	Evaluating & Still- PPP / Town
07/8-19/11	WSR-8CO-0910	X	X	X	Pahrump Site Escrowed Received Tax Incentives NCED-45days close
07/7-20/11	DH-9CO-1007	X	X	X	Meeting to evaluate area potential w/UNRCE Plan coming to Pahrump
07/1-20/11	CEI-9CO-1008	X	X	X	Preparing Collecting support data. Study begins 7/20-7/24
07/13/11	BFH-9CO-0411	X	X	X	Review Meeting with Planning BS & PW on Site Dev Plan & Const.
07/18-20/11	AWE-5P-0711	X	X	X	New Renewable Energy Technology Company Considering Pahrump
07/12-19/11	EPE-9CO-0411		X	X	Submitted, Site selected, DD project size, cost, incentives & PPP
07/6-21/11	FSFTI-10CO-0109	X	X	X	Visit, collecting data, Expand Operation
07/1-20/11	BPI-10CO-0711		X	X	Numerous Exchanges on Incentives/Taxes Data w/NCED& CO 50,000sq 40 FTE
07/1-21/11	NIRB-07/11		X	X	Discussions on NIRB for Nye County & Pahrump Application provided 2 CO
07/1-31/11	USDA		X	X	ED Grant Develop Co-Op

1) Staff continues to attend meetings with Nye County discussing Economic Development ventures and prospective businesses.

AGENDA ITEM REQUEST

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DATE AGENDA ITEM SUBMITTED
6/18/2011

DATE OF DESIRED BOARD MEETING
7/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Accept and Approve Seven (07) 2011 Nevada Commission on Tourism Marketing Grants to the Town of Pahrump in the amount of \$23,050, which require matching funds in the amount of \$21,300 that will be obtained from the Tourism Room Tax Fund and All Matters Properly Related Thereto.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached Memo from Mrs. Kelly Buffi, Chairman PTCC and Summary of FY 2012 Joint NCOT Grants.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mrs. Kelly Buffi, Chairman, PTCC

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

TO: Town Board

FROM: William A. Kohbarger, Town Manager
Kelly Buffi, Chairperson, Pahrump Tourism and Convention Council

DATE: Wednesday, July 20, 2011

RE: To Accept and Approve Seven (07) 2011 Nevada Commission on Tourism Marketing Grants to the Town of Pahrump in the amount of \$23,050, which require matching funds in the amount of \$21,300 that will be obtained from the Tourism Room Tax Fund and All Matters Properly Related Thereto

1.) Background

The PTCC has reviewed and recommended the approval of seven grants for the Town of Pahrump. These grants will fund national and regional tourism marketing of Pahrump via magazine ads and brochure distribution and newly developed collateral, tourism website and promotional video. The Nevada Commission on Tourism will provide matching grant funds for each Town of Pahrump request. This is the eighth year NCOT has awarded our community matching grants.

In previous years four of these grants have been presented by the Pahrump Valley Chamber of Commerce. However, in the past year the Town of Pahrump has established a presence in Tourism and dedicated a staff member to handling such endeavors. Below is a summary of the individual grant amounts and proposed uses.

- a) \$ 3,000 – Certified Folder Display for promotional material distribution to Utah, California and other out of market locations. (NCOT grant match amount: \$ 2,500)
- b) \$ 3,800 – RV Journal for a quarter page display ad and visitor information listing for 4 quarters with the objective of increasing tourism in Pahrump. (NCOT grant match amount: \$ 1,550)
- c) \$ 8,500 - Nevada Magazine for placement of four ½ page, 4 color ads to promote the Town of Pahrump in conjunction with Nevada Commission on Tourism and the State of Nevada. (NCOT grant match amount: \$ 3,900)
- d) \$ 5,700 - Woodall's Campground Directory for a quarter page display ad and a banner ad on Woodall's website to promote Pahrump as a great RV destination. (NCOT grant match amount: \$ 2,450)
- e) \$12,500 - Town Collateral. 100,000 each, 3 panel, 12x9, folds to 4x9 brochure. The collateral piece is vital for the promotion and display of the Town of Pahrump. This

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

sales tool is useful in every aspect of selling our destination and displaying our various property locations and attractions. The Town of Pahrump has used collateral from the Chamber of Commerce in the past and that is no longer an option. (NCOT Grant Match Amount: \$ 5,000)

- f) \$31,000 – Tourism Website. The objective of the website is to increase tourism, extend overnight stays and enhance the visitors stay in the Pahrump Valley. The website will include Hotels, RV Parks, Casinos, Dining, Attractions and day trips including itinerary planning and mileage calculations. The Town of Pahrump is marketing itself as a premier RV destination and hub location to multiple Nevada adventures. The website will feature these local attractions as well as area attractions in the State of Nevada. (NCOT Grant Match Amount: \$ 5,400)
- g) \$16,000 – Pahrump Promotional Video. Three promotional videos of the Pahrump Valley designed to encourage tourism to the area by showcasing amenities and attractions within the valley and by highlighting regional attractions within a 1-2 hour drive of Pahrump. To include three videos: 1) 5-6 minutes in length; 2) 60 seconds in length; 3) 30 seconds in length. The intended uses are for Town and tourism websites, Facebook, You Tube and other media channels, large and small screen display at trade shows and loaded to a flash drive for tour and travel industry distribution. (NCOT Grant Match Amount: \$ 2,500)

2.) Fiscal Impact

There are sufficient funds available in the Pahrump State Tourism Room Tax Fund for these grants. Like NCOT, the PTCC grants are administered on a reimbursement basis upon submission of receipts and required grant evaluation forms.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board **Accept and Approve Seven (07) 2011 Nevada Commission on Tourism Marketing Grants to the Town of Pahrump in the amount of \$23,050, which require matching funds in the amount of \$21,300 that will be obtained from the Tourism State Room Tax Fund and All Matters Properly Related Thereto.**

If you have any additional questions, we would be happy to answer them.

Attachments – Summary FY12 PTCC/NCOT Grant Spreadsheet.

TOWN OF PAHRUMP
SUMMARY OF FY 2012 JOINT NCOT GRANTS

The staff recommendation for the approval and acceptance of the 2011-12 NCOT grants involves three separate funding tiers and related PTCC action: (a.) approval and recommendation to the Town board to accept the NCOT matching grants (b.) approval and recommendation to the Town Board of the NCOT required grant matches; (c.) approval and recommendation to the Town Board for additional funding to complete the projects outlined above.

TOWN OF PAHRUMP
SUMMARY OF FY 2012 JOINT NCOT GRANTS

A	B	C	D	E	F	G	H
	PROGRAM DESCRIPTION	NCOT GRANT APPROVE	TOP GRANT MATCH	GRANT FUNDED TOTAL	ADDTL FUNDING REQUESTED	PROJECTED TOTAL COST	COMMENT
1	<p><u>CERTIFIED FOLDER DISPLAY SERVICE</u> Dates: Feb 1, 2012 - Jun 30, 2012 (completion to FY of the Chamber agreement). Placing Pahrump Brochure at the welcome center in Barstow, CA; Welcome Center Yucca Valley, CA; Southern Utah/Area along Interstate 15 and San Bernardino, CA welcome center.</p>	2,250	500	2,750	250	3,000	Additional funding is requested for potential future realignment or addition of other locations.
2	<p><u>RV JOURNAL MAGAZINE AD</u> Dates: Jan 1, 2012 - June 30, 2012 (Feb 15th deadline for March issue; May 15 deadline for May issue). Quarter page display ad and a visitor information listing in the RV Journal for two quarters. Including new ad design.</p>	1,550	1,550	3,100	700	3,800	Additional funding is requested to review and refresh the ad design features.
3	<p><u>Nevada Magazine Ad</u> Dates: Sep/Oct 2011; Jan/Feb 2012; Mar/Apr 2012 and Jul/Aug 2012. All deadlines 60 days prior to issue. First deadline July 8th. Four 1/2 page 4 color ads. New ad design.</p>	3,900	3,900	7,800	700	8,500	Additional funding is requested to review and refresh the ad design features.
4	<p><u>Woodall's Magazine Ad</u> Dates: July 1, 2011 - June 30, 2012. Annual ad placement of 1/4 page ad and banner ad on website. Including new ad design.</p>	2,450	2,450	5,000	700	5,700	Additional funding is requested to review and refresh the ad design features.
5	<p><u>Town's Tourism Marketing Brochure Collateral</u> Dates: July 1 - Sept 30, 2011. 100,000 each; 3 panel, 12x9, folds to 4x9, brochure for trade/travel shows, Certified Folder Display, Chamber of Commerce and Tourism Kiosk distribution.</p>	5,000	5,000	10,000	2,500	12,500	Additional funding is requested to review and refresh the ad design features.
6	<p><u>Town Tourism Website</u> Dates: July 1, 2011 - June 30, 2012. To create and develop a tourism website for the Town of Pahrump. To include Hotels, RV Parks, Casino's, Dining, Attractions and Day Trips including itinerary planning and mileage calculations.</p>	5,400	5,400	10,800	20,200	31,000	Additional funding is requested to award the projected professional fees related to an RFP award process.
7	<p><u>Town Tourism Promotional Video</u> Dates: July 1 - Dec 31, 2011. Three promotional videos of the Pahrump valley showcasing amenities and attractions within the valley and highlighting regional attractions within a 1-2 hour drive of Pahrump. 1) 5-6 minutes; 2) 60 seconds; 3) 30 seconds.</p>	2,500	2,500	5,000	11,000	16,000	Additional funding is requested to award the projected professional fees related to an RFP award process.
8	TOTAL	23,050	21,300	44,450	36,050	80,500	

AGENDA ITEM REQUEST

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<u>DATE AGENDA ITEM SUBMITTED</u> 6/18/2011	<u>DATE OF DESIRED BOARD MEETING</u> 7/26/2011
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve the Recommendation from the Pahrump Tourism and Convention Council Advisory Board to Award RFP 2011-01, Pahrump Promotional Video to M Creative Group in the Amount not Exceed \$11,105.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached Memo from Mrs. Kelly Buffi, Chairman PTCC and General Provisions RFP No. 2011-01, the Request for Proposal and Scope of Work.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mrs. Kelly Buffi, Chairman, PTCC

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

TO: Town Board

FROM: William A. Kohbarger, Town Manager
Kelly Buffi, Chairperson, Pahrump Tourism and Convention Council

DATE: Wednesday July 20, 2011

RE: Recommendation from the PTCC to the Town Board to approve M Creative Group to produce the Pahrump Promotional Video according to RFP 2011-01.

1.) Background

The PTCC has reviewed and recommended M Creative Group to produce three promotional videos of the Pahrump Valley. These Videos will be designed to encourage tourism to the area by showcasing amenities and attractions within the valley and by highlighting regional attractions within a 1-2 hour drive of Pahrump. The videos will be shown on the town and tourism websites, Facebook, You Tube and other social media channels. The videos will be used for large and small screen displays at travel/trade shows. Additionally, they will be loaded on a jump drive to provide to the tour and travel industry.

The selection committee reviewed 15 proposals in all and narrowed the choices to four submissions. Of the four submissions the pricing ranged from \$6,000.00 to \$18,500.00 and are as follows:

Company	Cost
Nightbeat Video	\$6,000
KPVM-21st Video Production	\$7,499
M Creative Group	\$11,105
Nick Snow	\$18,500

M Creative Group was chosen for their superior visuals, professionalism and outstanding presentation as shown in the demo disk and proposal. M Creative Group provided a proposal that was thorough and complete; offering a variety of options and choices. The demo disk displays a complete representation of skills needed for the Town of Pahrump's

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

promotional video.

2.) Fiscal Impact

This project will be partially funded from a \$2,500 NCOT matching grant and \$13,500 provided by the State Tourism Room Tax Fund. There are sufficient funds available in the State Tourism Room Tax Fund.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve the PTCC recommendation to award RFP 2011-01 to M Creative Group and their proposal for three promotional videos of the Pahrump valley for an amount not to exceed \$16,000.00 to be paid from the State Tourism Room Tax Fund and NCOT grant award.*

If you have any additional questions, we would be happy to answer them.

Attachments – Bid Specifications for Pahrump Area Tourism Videos.
M Creative Group Proposal

GENERAL PROVISIONS
RFP NO. 2011-01

Video Production Service

The unincorporated Town of Pahrump, hereinafter the "Town", is soliciting proposals for Video Production Services. The selection process for the above will be by review and evaluation of written proposals and work samples. If necessary, finalists will be interviewed and committee-evaluated. Individuals and/or firms will be notified of date, time, and location if interviews are required.

1. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to you. The Town is not bound by any oral representation, clarifications, or changes made in the written specifications by the Town's agents, unless such clarification or change is provided to you in written addendum form from the Town's Board Members.

2. PUBLIC RECORDS

The RFP document and all proposals submitted in response thereto are public records. You are cautioned not to put any material into the proposal that is proprietary in nature. All proposals submitted become the property of the Town.

3. PERFORMANCE OF WORK

The selected individual and/or firm shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the work in the best possible and most expeditious manner.

4. FORM OF CONTRACT

A legal agreement will be signed by both parties incorporating all of the terms of the Request for Proposal documents and the selected individual or firm's Proposal. All contracts are subject to the review and approval by the attorney for the unincorporated Town of Pahrump.

REQUEST FOR PROPOSAL
RFP NO. 2011-01

Video Production Service

1. DESIGNATED CONTACT

William Kohbarger, Town Manager, will respond to questions concerning the scope of work and the selection process of this RFP. His phone number is (775) 727-5107 ext 305, and e-mail: bkohbarger@pahrumpnv.org

2. PROPOSAL COSTS

There shall be no obligation on behalf of the Town to compensate individuals or firms for any costs of responding to this Request for Proposal.

3. METHOD OF EVALUATION AND AWARD

A selection committee consisting of Town staff will review all proposals. Interviews may be conducted with some or all bidders. Final award will be made by the Town Board.

4. SUBMITTAL REQUIREMENTS

Submit one original and six copies of the Proposal to:
Town of Pahrump
c/o Pahrump Town Manager
400 N. Highway 160
Pahrump, NV 89060

Proposals must be received at the above location prior to:
4:00 p.m. PDT
April 28, 2011

Proposals received after the deadline will be returned unopened.

All proposals must be submitted in a sealed envelope plainly marked, "RFP No. 2011-01 with the name and address of the responding firm in the upper left-hand corner. No responsibility will attach to the Town, any official or agent thereof, for the pre-opening of, post-opening, or the failure to open a proposal not properly addressed and identified.

All proposals shall be on 8-½' x 11" paper, with tabbed dividers labeled by section: to correspond with the format indicated below:

Section A

Experience with similar clients and projects

Section B

Staff qualifications and availability

Section C

Exceptions to Scope of Work

Section D

Your firm's understanding of our project

Section E

Samples of similar projects

Section G

Cost for services on an annual basis

5. **ASSIGNMENT OF CONTRACTUAL RIGHTS**

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party.

6. **AGREEMENT MODIFICATIONS**

Any contract resulting from this Proposal will include the following clause: "No provision will be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

7. **CONTRACT TERM**

This Agreement will be for an individual, one time service, with no renewal.

8. **INDEPENDENT CONTRACTOR**

The firm selected is deemed to be an independent contractor for all purposes and no agency, either expressed or implied, exists.

9. **PROFESSIONAL LIABILITY INSURANCE**

Provide certificate of liability coverage consistent with industry standards.

10. **AWARD OPTIONS**

The Town reserves the right to award this RFP on any basis which is in its best interest.

SCOPE OF WORK
RFP No. 2011-01

Video Production Service

SCOPE OF WORK

General

Three (3) promotional videos of the Pahrump Valley designed to encourage tourism to the area by showcasing amenities and attractions within the valley and by highlighting regional attractions within a 1-2 hour drive of Pahrump.

Intended Uses

1. Town and tourism web sites, in addition to links to/from area businesses.
2. E-mail transmittal, Facebook, You Tube and other new media channels.
3. Large and small screen display at trade shows.

Basic Specs

Three (3) videos total:

1. 5-6 minutes in length (approximate)
2. 60 seconds in length
3. 30 seconds in length

Technical Standards

- 1080p full high-definition video
- 16:9 aspect ratio
- Compressed video for internet use must not exceed 2GB, and must conform to standard web formats
- Stereo (2-track) audio (minimum standard)
- All footage in the final cuts must be free of audio and video defects and related technical flaws
- Must conform to generally accepted professional production standards
- NO STOCK FOOTAGE-all video and still photography must be original and current (negotiable under certain circumstances)

Specified Local Locations

- Pahrump Winery's (two)
- Spring Mountain Motorsports Ranch
- Pahrump Fair and Festival (formerly Fall Festival) and other events as available
- RV parks
- Library
- Museum
- Dirt racing track
- Gambling options (slots, tables, bingo, keno, sports & race)

- Fine dining (or odd and unusual) dining options
- Entertainment options (lounges, outdoor concerts, karaoke, etc.)
- Hotels
- Town parks
- Rodeo arena
- Wheeler's Pass

Specified Regional Locations

- Death Valley
- Hoover Dam (undecided)
- Las Vegas (emphasize shopping)
- Scotty's Castle
- China Ranch Date Farm
- Front Sight Firearms Training Facility
- Rhyolite
- Red Rock
- Dumont Dunes / Amargosa Dunes
- Ash Meadows
- Mt. Charleston
- Off road and ATV trails
- Tecopa hot springs
- Other racetracks in the Amargosa area (if time permits)

Location Standards

Whenever possible, all locations should be video recorded at the optimum time of year visually, such as green trees in the summertime and spring flowers in Death Valley.

Creative Standards

The content strategy must be approved by the Review Committee in advance, based upon the producer's recommendations, based upon the Council's initial input.

The Pahrump Town Board reserves the right of final approval.

NO EXCESSIVE USE OF HAND-HELD SHOTS. Most shots should be taken by use of a tripod with smooth, fluid panning and tilting.

Legal Considerations

-The Town of Pahrump will own the "negative" of all completed video, and will also own all raw footage shot in the course of production.

-All copyrights accredited to the raw footage and final product will be reserved and held by the Town of Pahrump.

-The licensing agreement for any copyrighted music must be approved in advance by the Review Committee and/ or Town legal counsel and must specify that the video and music soundtrack are inseparable, with the transfer of copyright for inclusion within the final product specified as forever and throughout the world, in any and all media.

-The Town of Pahrump will be responsible for securing location shooting releases (including permits and insurance) for all privately owned (non-public) locations.

-In acknowledgement of the Town's ownership of all raw footage, at any point during the course of production, if the production contract is cancelled or rescinded for any reason, the:

1. Producer will deliver all raw footage shot to date without undue delay.
2. The Town will pay:
 - A pro rated portion of the total contract price based upon the mutually agreed upon presumption that shooting (production) amounts to 50% of the work and post-production amounts to the remaining 50% and;
 - All specified locations represent 100% of the footage to be shot; and
 - Will pro rate any payment based upon the percentage of the footage actually shot divided by all footage specified to be shot.

Other

All bids must be accompanied by a demo reel.

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

TO: Town Board

FROM: William A. Kohbarger, Town Manager
Kelly Buffi, Chairperson, Pahrump Tourism and Convention Council

DATE: Wednesday, July 20, 2011

RE: Discussion and Possible Decision to place a “RFP” (Request For Proposal), in the Local and Regional Newspapers, for Design, Development and Maintenance of a Tourism Website.

1.) Background

The PTCC has reviewed and recommended the approval of a request for proposal for a tourism website. The PTCC identified a need for a tourism website, applied for grant funds and proceeded to determine specifications. The project became a joint venture with the Pahrump business community when this group came forward to offer assistance in defining the specifications and offered to contribute to the content.

The objective of the website is to increase tourism, create and extend overnight stays and act as a central point to positively reflect the community of Pahrump to prospective tourists. The website will include hotels, RV parks, casinos, dining, attractions and day trips including itinerary planning and mileage calculations. The Town of Pahrump is marketing itself as a premier RV destination and hub location to multiple Nevada adventures. The website will feature these local attractions as well as area attractions in the State of Nevada.

It is agreed we need first class website that is attractive and exciting; a website that every business can use on the road, during travel shows and in the marketplace. Additionally, the website must interest prospective investors to the community. We believe the project must be bid to companies specifically skilled in developing tourism-based websites.

2.) Fiscal Impact

There are sufficient funds available in the Pahrump State Tourism Room Tax Fund to fund this project. The reimbursement would be administered on an invoice basis.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *approve staff placing the request for proposal for design, development and maintenance of a tourism website in the local and regional newspapers.*

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

If you have any additional questions, we would be happy to answer them.

Attachments – Bid Specifications for Tourism Website

TOWN OF PAHRUMP TOURISM WEB SITE DEVELOPMENT SPECS

Draft – Revised July 14, 2011

GENERAL CONSIDERATIONS

1. Site is designed to promote tourism with Pahrump, as per the Pahrump Tourism and Convention Council's ("PTCC") mission
2. The willingness to work closely with PTCC staff to receive detailed input on the site's desired elements is paramount, bearing in mind that the specifications herein are only an outline

DESIGN AESTHETICS

1. Site is not excessively cluttered or visually "busy"
2. Simple, intuitive navigation
3. Color and design scheme must be pre-approved by the PTCC
4. Site should be visually appealing and should utilize numerous, current photos

WRITTEN COPY

1. All written copy must be professionally written and proofread
2. All written copy should be developed in conjunction with the PTCC, especially the basic marketing tactics, and the PTCC reserves the right of final approval

HOME PAGE ELEMENTS AND CHARACTERISTICS

1. Must be quick to load and easy to use
2. Minimal scrolling for essential content – up/down; left/right
3. Quick, easy link to the town's videos with an embedded viewer
4. A virtual brochure rack (in PDF file format, with an embedded PDF viewer and simple "save to desktop" script) clearly grouped into:
(including links to the respective properties)
 - a) Local attractions
 - b) Regional attractions
 - c) Accommodations (hotels, RV parks, B&B's)
 - d) Things to see and do
 - e) Hiking and ATV trails
 - f) Dining
 - g) Golf

Note: All interested properties will create and submit their own PDF brochures. Additionally, the pages for each of the major groups above will contain generic information and resources for additional information (including links to the applicable properties and attractions)

5. Current photos – either several as a group or some sort of slide show format
6. A visually prominent button for deals, specials and coupons
 - a) The content for any such travel deals will be submitted, and possibly input, by the respective properties

- b) Possibly code in a database format to allow the properties to fill in pre-set fields and upload a photo(s)
- c) The display order of all such offers and specials should be randomized so that no particular property is given a preferential listing, and the list refreshed with each new view
- 7. A summary table for the week's special events, with a quick link to events that follow in the next 30-60 days
 - a) With a link to the Chamber of Commerce's events calendar
- 8. Visually prominent buttons linking to the town's Facebook, Twitter and other social media applications
- 9. A "links" page that may be duplicates of links found on other pages, organized into clear areas of interest, and to include:
 - a. Chamber of Commerce
 - b. Nevada Commission on Tourism
 - c. Town of Pahrump
 - d. And a host of others including "moving here," "starting a business," "community," etc.
- 10. Current weather information and weather forecast details
- 11. A statement that the site is sponsored by the PTCC and Nevada Commission on Tourism

OTHER REQUIRED ELEMENTS / PAGES

(in no particular order)

- 1. Photo gallery
- 2. Database feature to sign up for special offers, event notices, etc. (e-mail and mailing address)
- 3. Ability to host paid advertisements (such as banners)
- 4. Directory and map (to clearly answer the question "Where is Pahrump?")
- 5. Interactive "plan your trip" tool
- 6. Dedicated page for web cam feeds (which may be held offline until any such feeds are available)
- 7. Incorporate Web 2.0 tools into site (e.g. Hotel Finder)
- 8. History of Pahrump
- 9. Meetings and conventions page
- 10. Blog accessibility (which may be moderated by PTCC staff and authored by various business properties and community groups)

TECHNICAL CONSIDERATIONS

- 1. Professionally search engine optimized per the primary areas of focus established by the PTCC, in conjunction with input from the site developer
 - a) Primary goal is to ensure that any search for "Pahrump" nets this site with the top listing
- 2. Content management system that allows the PTCC to easily and efficiently make updates to the web site, 24/7, without extensive training, which would also allow the PTCC to create new web pages based on re-organized content/sections

3. Site design must be scalable and sufficiently flexible to evolve as new technologies and opportunities arise

ONGOING REQUIREMENTS

1. Proposal must include ongoing periodic software updates and technical maintenance, billed monthly or quarterly
2. Proposal must also include web site hosting, billed quarterly or annually

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: July 26, 2011**

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: July 20, 2011

RE: **Discussion and Possible Decision** to Approve a Two-year Contract July 1, 2011 to June 30, 2013 between the Town of Pahrump and the International Association of Fire Fighters Union (IAFF) and All Matters Properly Related Thereto. (For Possible Action)

1.) Background

The current IAFF Union contract which was set to roll over on June 30, 2011 was opened by mutual agreement between the Town and IAFF in January 2011. During the months between January 2011 and July 2011 the Town and IAFF came to the table on numerous occasions in an attempt to negotiate a new contract. As of July 15, 2011 the Town and IAFF agreed to a two-year contract.

During the negotiations the Town and IAFF agreed to several changes, including:

- 1) Freeze of the 4% step increase for only FY2012;
- 2) Hiring freeze for the Lieutenant (non-line) Training & Compliance Coordinator for FY2012;
- 3) No contractual raises for the duration of the two-year contract;
- 4) Salary increases set by the Town Board will also apply to bargaining-unit members for the duration of the contract; and
- 5) No layoffs for FY2012.

The negotiations went well and both sides gave a little. Due to the economic climate, the Town and IAFF agreed that a two-year contract was the best path to travel. Starting in January 2012 negotiations will again start in an attempt to create a long term contract.

2.) Fiscal Impact

The proposed two-year contract with the concessions as noted above are a large cost savings to the Town and will greatly assist the Town in balancing the FY2012 budget.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager is highly recommending that the Town Board **approve the two-year negotiated contract between the Town of Pahrump and the IAFF as presented** for the following reason(s):

1. The IAFF have agreed on several major concessions
2. The contract is only two-years
3. The Town's negotiating team is satisfied with the results

If you have any additional questions, I would be happy to answer them.

Mr. Kohbarger,

Attached is The 2011-2013 CBA tentatively agreed to by you and I. I made the changes you requested in Article 39.

Please print out two pages of the signatory page and advise Mr. Darby to sign both. (one for the Town and one for the Union). We have agendized the ratification of the CBA at our next meeting, August 1st, 2011. I will sign both copies then.

If you have any questions, please contact me at the number listed below.

Sincerely,

Timothy C. Murray

President I.A.F.F.

Local 4068

(702) 521-4225

Collective Bargaining Agreement

Between the

Town of Pahrump

And

I.A.F.F. Local 4068

Effective July 1, 2011

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PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN of PAHRUMP and the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the TOWN and the UNION; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1:

The TOWN of PAHRUMP (hereinafter referred to as the "TOWN") recognizes the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 4068 (hereinafter referred to as the "UNION"), as the exclusive bargaining agent for all supervisory, non-supervisory, and emergency full-time support personnel engaged in Fire Operations (Suppression, prevention, Rescue, and HAZ Mat) and Emergency Medical Services in the Pahrump Valley Fire-Rescue Services Department

This recognition includes, but is not limited to, those classifications enumerated under Article 2.

It is understood that administrative positions are not included in these units.

ARTICLE 2 - CLASSIFICATION AND REPRESENTATION:

Section 1:

The TOWN and the UNION agree that the following classifications are represented by the UNION:

Fire Fighter/Paramedic
Fire Fighter/EMT Intermediate
Fire Fighter/EMT Basic
EMT Paramedic
EMT Intermediate
EMT Basic
Lieutenant (non-line) Training & Compliance
Coordinator (position frozen FY2012)
Lieutenant
Fire and Life Safety Inspector

Section 2:

Additional job classifications shall be established as they become necessary. In the event the TOWN intends to create new job classifications that will be placed in the bargaining unit or wishes to amend the job requirements of an existing job classification within the bargaining unit, the TOWN will notify the UNION as to their proposed action and allow UNION input prior to their adoption. Where this action impacts wages, areas or other issues, subject to negotiation, the UNION has the right to negotiate such action.

ARTICLE 3 - MANAGEMENT RIGHTS:

The Parties agree to adopt those management rights as constituted in NRS 288 as follows:

Section 1:

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

- (a) The right to hire, direct, assign or transfer an EMPLOYEE, but excluding the right to assign or transfer as a form of discipline.
- (b) The right to reduce in force or lay off any EMPLOYEE because of lack of work or lack of funds, subject to Paragraph (v) of Subsection 2 of NRS 288.150.
- (c) The right to determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations,
 - (2) The content of the workday, including without limitation workload factors, except for safety considerations,
 - (3) The quality and quantity of services to be offered to the public; and
 - (4) The means and methods of offering those services.

Section 2:

Notwithstanding the provisions of any collective bargaining Agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under provisions of this subsection shall not be construed as a failure to negotiate in good faith.

Section 3:

The TOWN shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its EMPLOYEES.

Section 4:

The TOWN may, but is not expected to, negotiate matters which are outside the scope of mandatory bargaining, but it is not required to negotiate such matters.

ARTICLE 4 - SAFETY AND HEALTH:

Section 1:

It is the desire and goal of the TOWN and the UNION to maintain the highest standards of safety and health in order to eliminate, as much as possible, accident, death, injuries, and illness in the fire and emergency care service.

Section 2:

In order to address the mutual concerns of the parties on safety matters, the TOWN and UNION agree to form a Joint Labor-Management Safety Committee. The parties agree this Committee shall meet the requirements of OSHA. The Committee is hereby empowered and responsible for reviewing and making recommendations to the Fire Chief as concern the following matters:

- (a) Revising old and drafting new safety policies and procedures.
- (b) Consider the concerns of and recommend corrective action towards personnel safety inquiries, excluding disciplinary action.
- (c) Conduct an evaluation of protective clothing and equipment to determine whether they meet the National Fire Protection Association (NFPA) Standard NFPA, No. 1971-1975, "Protective Clothing for Structural Fire Fighting". This shall include fire helmet with earflaps, chin strap, and face shield, turnout coat, turnout pants, suspenders, fire fighting rubber boots, protective hood, flashlight and self-contained breathing apparatus (SCBA). Develop a plan to replace items that do not meet the standard in this sub-section.
- (d) Investigate and make recommendations of all Firefighter injuries that result in time off of at least two (2) shifts.

Section 3:

The Committee shall be composed of four (4) appointed members. The Pahrump Fire Chief shall appoint two (2) members, plus one (1) alternate. The Union President shall appoint two (2) members, plus one (1) alternate. The Chairperson shall serve a one (1) year term on a rotating basis between management and the UNION, selected from the four (4) members. The first Chairperson shall be determined by blind lot.

Section 4:

Safety is a primary goal and consensus is desired. Final decisions on the recommendations to the Fire Chief shall be reached when a simple majority votes for or against is cast. Either party may submit a recommendation to the Fire Chief.

Section 5:

The Committee shall meet on the first non-holiday work day of the quarter to conduct the business and as requested by any committee member to deal with imminent safety concerns. Committee members will be given time-off without loss of pay to attend committee meetings.

Section 6:

Reasonable accommodation of work schedules shall be made by supervisors for Committee members to attend regularly scheduled meetings and complete committee assignments insofar as it does not have an adverse impact upon department operations. Time spent attending Committee meetings will be considered work performed.

Section 7:

The TOWN shall provide for physical examination, under the oversight of a physician, as set forth by the Nation Fire Protective Association (NFPA), the American National Standards Institute (ANSI) and the Nevada Revised Statutes (NRS) and Nevada Administrative Code, (NAC). If an employee chooses to utilize their personal physician to perform such physical examination, the TOWN shall only pay an amount up to the amount negotiated by the TOWN with a licensed medical provider to pay for a physical examination for all fire department employees paid.

Section 8:

All new purchases of protective clothing shall meet or exceed National Fire Protection Association 1971, latest revision.

Section 9:

The TOWN shall comply with all standards, laws, regulations and ordinances relating to the fire department.

Section 10:

Time for physical conditioning, of approximately one and one-fourth (1-1/4) hours per shift shall be permitted during a time and at a location that does not have an adverse impact upon departmental operations.

Section 11:

For the purposes of call-back to fill vacancies, a call-back list shall be developed by the Union & the Fire Chief.

- (a) The list shall consist of all bargaining unit members who desire to be called back to fill vacancies in staffing. A rotation procedure will be incorporated into the list.
- (b) Recognizing issues of safety related to working consecutive or back to back shifts, no member shall work more than seventy-two (72) consecutive hours under normal circumstances without a minimum break of twelve (12) hours.
- (c) However, the TOWN may order any members back to work to supplement staffing for extraordinary circumstances that the call-back procedure cannot otherwise meet, such as large working fires, and to help ensure appropriate safety levels.
- (d) Vacancies shall be filled by calling back bargaining unit members. Members shall be called back from the list in a rotation procedure agreed to by the parties, until the list is exhausted.
- (e) In the event a member is working in excess of forty-eight (48) consecutive hours, that member shall be exempted from house duties during the additional call-back shift.
- (f) All call-backs made from the list shall be made within twelve (12) hours of the anticipated vacancy.

Section 12:

The Town and Union agree to spec. at least one (1) medic unit being ordered in FY2012 with a "Power Gurney."

ARTICLE 5 - OFF-DUTY INJURIES:

Section 1:

An employee who is incapacitated due to non-service incurred accidents or illness shall be entitled to draw his/her full wage against sick leave, annual leave and/or Comp time to the extent available to cover the absence. If all above means have been exhausted the employee shall be able to receive donated hours from employees covered in this Agreement. If all of the above means have been exhausted the employee shall be granted a leave of absence without pay.

Section 2:

The TOWN agrees to abide by the provisions established in the Nevada Revised Statutes, Chapter 286.620 (Disability Retirement allowances), for all off-duty injuries.

ARTICLE 6 - PREVAILING RIGHTS:

Section 1:

Benefits, including present working conditions, previously enjoyed will not be diminished by any provision or failure of any provision of this Agreement, without the mutual consent of the parties.

Section 2:

There will be no change in any matter covered by this Agreement without the mutual consent of the parties. Nothing in this Article shall abrogate or diminish the rights of the TOWN under Article 3, Management Rights.

Section 3:

There will be no change in any matter within the scope of representation without negotiations as required by NRS 288.

ARTICLE 7 - NON-DISCRIMINATION:

Section 1:

The TOWN and the UNION agree there shall be no discrimination against any employee because of race, age, creed, sex, sexual orientation, religion, political or personal reason or affiliation.

Section 2:

It is further agreed that the TOWN and UNION will comply with all applicable state laws, federal laws and executive orders pertaining to non-discrimination and equal employment opportunities.

Section 3:

The TOWN and the UNION agree that membership, non-membership, or lawful activities on behalf of the UNION shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment.

ARTICLE 8 - WORKERS COMPENSATIONS:

Section 1:

When an EMPLOYEE becomes eligible for total temporary disability payments under Nevada Workers' Compensation Law by means of an on-the-job accident, injury or illness, the TOWN shall continue to pay his/her normal salary for the remainder of the bi-weekly pay period during which he/she became eligible for such disability payments and for the next immediately succeeding two (2) bi-weekly pay periods.

Section 2:

After the end of the applicable time limit specified in Section 1 of this Article 8, the total temporary disability payments under Nevada Workers' Compensation Law for which the EMPLOYEE continues to be eligible shall be the total compensation received by the EMPLOYEE. Provided, however the EMPLOYEE eligible for such temporary total disability payments may use, in the following order; (a) sick leave, (b) annual leave and (c) compensatory time off in order to make up the one third of his/her normal salary not paid under Nevada Workers' Compensation Law by the total temporary disability payments he/she receives.

Section 3:

For the period of time for which the EMPLOYEE receives total temporary disability payments from workers' compensation, and also receives full compensation from the TOWN without loss of accrued leaves, pursuant to Section 1 of this Article 8, the EMPLOYEE shall transfer the workers' compensation check to the TOWN, upon receipt. For the period of time for which the EMPLOYEE receives total temporary disability payments from workers' compensation, and also receives full compensation from the TOWN, and during which time the EMPLOYEE also uses accrued leaves, pursuant to Section 2 of this Article 8, the EMPLOYEE shall transfer the workers' compensation check to the TOWN, upon receipt.

ARTICLE 9 - SUBSISTENCE ALLOWANCE:

Section 1:

EMPLOYEES who are required to wear uniforms shall be provided with a jacket, 6 (six) T-shirts, three (3) class B Nomex shirts, four (4) Nomex pants, and a sweat shirt upon initial hire.

The Town agrees to provide, upon employee request, one (1) class B Nomex shirt and one (1) Nomex pants annually. The uniform allowance shall be two-hundred and thirty (\$230.00) annually for employees with greater than one (1) year of service with the Town paid on the first pay cycle in July.

Section 2:

The TOWN agrees to reimburse EMPLOYEES for watches and eyeglasses that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of One Hundred Dollars (\$100.00) for each incident, as certified by the Fire Chief. The Town will also replace damaged (to the point of being unserviceable), or grossly contaminated, uniforms for Employees if the damage or contamination occurred in the line of duty and certified by the Fire Chief.

Section 3:

The TOWN shall provide all personnel covered by this agreement with five (5) tee shirts and one (1) polo shirt every twelve (12) months. The polo shirt will be ordered as soon as practical upon contract ratification.

Section 4:

The TOWN agrees to reimburse each EMPLOYEE, \$160.00 bi-annually, or \$80.00 annually for one (1) pair of work boots. Each employee shall be responsible to provide the TOWN with a sales

receipt to be reimbursed for the purchase of their work boots. Reimbursement shall be processed promptly, but within, at the latest, two pay periods, following delivery of the sales receipt.

Section 5:

The TOWN shall be responsible for the cleaning of all uniforms contaminated by any material requiring decontamination.

Section 6:

The Town shall provide and maintain cooking and dining facilities at all PVFRS buildings staffed by members. This includes, but is not limited to a stove, refrigerator, running water, Restroom facilities with showers and a dining table and chairs

Section 7:

The Town shall provide up to \$175.00 every two years to Firefighter/Paramedics for ACLS training/re-certification.

ARTICLE 10 - SICK LEAVE:

Section 1:

Accrual of sick leave:

- (a) Non-line EMPLOYEES shall earn sick leave credit at the rate of five (5) hours per bi-weekly pay period.
- (b) Line EMPLOYEES shall earn sick leave credit at the rate of seven (7) hours per bi-weekly pay period for the first year of service and eight (8) hours per bi-weekly pay period thereafter.

Section 2:

Sick leave is for use in those situations in which the EMPLOYEE must be absent from work due to:

- (a) Physical or mental illness, or injury to the EMPLOYEE;
- (b) Exposure to contagious diseases or whose attendance is prevented by public health requirements;
- (c) The need to care for a dependent child or spouse or parents who resides with an EMPLOYEE or who are dependent upon the EMPLOYEE for support; and
- (d) Medical or dental appointments for the EMPLOYEE provided that the EMPLOYEE must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.

Section 3:

- a) An EMPLOYEE who is ill or unable to report to work will notify his/her supervisor or the Fire Chief no later than one (1) hour prior to the EMPLOYEE'S normal work reporting time. In the event of a continuing illness, the EMPLOYEE will continue to notify his/her immediate supervisor of his/her ability to work on daily or weekly basis as required.
- b) Should an EMPLOYEE become ill or injured after reporting to work he/she shall be relieved from duty immediately.
- c) The TOWN may require an EMPLOYEE to provide a medical doctor's statement certifying the illness/injury when there is an absence in excess of three (3) days.
- d) If the TOWN suspects sick leave abuse, the TOWN will document their findings and meet with the employee and their UNION Representative to discuss the possible abuse. If no reasonable defense is presented by the employee, the TOWN may require the employee to provide a medical doctor's statement certifying the illness/injury for any sick leave call out for the following twelve (12) months. This would be considered as Step one (1) as outlined in ARTICLE 22 (PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION)
- e) Employees are prohibited from working an overtime shift the day following a sick day. Exceptions by the Fire Chief.

Section 4:

Sick leave hours are earned and placed in the EMPLOYEE'S sick leave account each bi-weekly pay period. Unused sick leave will continue to be carried over and added to the EMPLOYEE'S unused sick leave balance:

Up to a maximum of 720 hours for non-line EMPLOYEES; and up to a maximum of 1008 hours for line EMPLOYEES.

Sick leave accrual shall cease when an EMPLOYEE'S above-described maximum accrual has been reached.

Section 5:

- (a) Non-line EMPLOYEE'S who do not use their sick leave may convert annually up to 80 hours of sick leave to annual leave at the rate of 50%. Provided, however, 80 hours of sick leave must be retained in each non-line EMPLOYEE'S sick leave account.
- (b) Line EMPLOYEE'S who do not use their sick leave may convert annually up to 112 hours of sick leave to annual leave at a rate of 50%. Provided, however 112 hours of sick leave must be retained in each line EMPLOYEE'S sick leave account.
- (c) EMPLOYEES with six (6) or more years of service who resign, retire, or are laid off due to a work force reduction shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of separation multiplied by one-half (%50) the total number of accumulated but unused sick leave hours. The maximum payout is limited to the provisions in Section four (4) of this Article.
- (d) Should a Firefighter be killed in the line of duty, his/her beneficiary shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of death multiplied by one-hundred per cent (100%) of accumulated but

unused sick leave hours. The maximum payout is limited to the provisions in Section four (4) of this Article.

Section 6:

Catastrophic leave is defined as leave necessitated by a great or sudden disaster. EMPLOYEES may contribute unused sick leave for use by other eligible EMPLOYEES as follows:

The EMPLOYEE making the donation must be a permanent EMPLOYEE of the TOWN and must have the minimum number of hours appropriate to their classification of accrued sick leave in his/her own sick leave account after the donation has been made.

An EMPLOYEE must donate a minimum of eight (8) hours.

All donations must be made in writing.

All donations will be converted to a money value based upon the current base hourly salary of the EMPLOYEE making the donation. All withdraws will be charged based upon the base hourly salary of the EMPLOYEE withdrawing leave. The criteria for receiving catastrophic leave are as follows:

The EMPLOYEE has used all available paid leave time for which he/she is eligible.

The EMPLOYEE presents a doctor's certificate that he/she cannot perform the duties of his/her position.

The medical condition necessitating the leave is life threatening or requires a lengthy convalescent period.

Section 7:

Under the Family and Medical Leave Act (FMLA), all public employers are covered regardless of the number of EMPLOYEES that they have. Therefore, the TOWN must comply with certain requirements under FMLA which includes posting the availability of FMLA. EMPLOYEES of the TOWN must also meet all of the FMLA eligibility requirements. In order to qualify for FMLA Leave, an EMPLOYEE is considered eligible if he/she:

He/she has been employed by the employer for at least twelve (12) months; and

Has been employed for at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave; and

Is employed at a work site where 50 or more employees are employed by the same employer within 75 miles of that work site.

Therefore EMPLOYEES are not eligible for FMLA leave if the TOWN does not employ 50 or more individuals.

Section 8:

EMPLOYEES shall be entitled to leave without pay for up to a maximum of six (6) months for maternity or adoption purposes.

Paternity Leave shall be governed by FMLA guidelines.

Additional maternity or adoption leave may be granted only upon written authorization from the Town Manager. EMPLOYEES may use accrued sick leave, compensation time, or accrued vacation leave for maternity/paternity or adoption purposes.

ARTICLE 11 - RETIREMENT:

Section 1:

The TOWN and the UNION agree that all employees shall participate in the Public Employees Retirement System (NPERS) of the State of Nevada.

Section 2:

The EMPLOYER will pay one hundred percent (100%) of all retirement contributions of the EMPLOYEES covered under this agreement.

Section 3:

As compensation for any loss that members may have sustained as a result of the non-payment of retroactive NPERS money, the following shall apply:

If the TOWN is not required to make retroactive NPERS payments, the TOWN agrees to promptly issue a check in the amount of \$4,000.00 (one time payment) to IAFF 4068. Such payment will be made upon the final decision of NPERS that the TOWN of Pahrump does not owe retroactive NPERS contributions on behalf of Pahrump Valley Fire Rescue Services (PVFRS) members regarding the retirement contributions for the years 1999 thru February 2002. This money shall promptly be submitted to IAFF Local 4068, for their deposit into an account for IAFF Local 4068 members' medical insurance purposes.

ARTICLE 12 - ANNUAL LEAVE:

Section 1:

Non-line EMPLOYEES shall earn annual leave at the rate of five (5) hours per bi-weekly pay period. Non-line EMPLOYEES with greater than five (5) years of service shall earn annual leave at the rate of six (6) hours per bi-weekly pay period.

Line EMPLOYEES shall earn annual leave at the rate of seven (7) hours per bi-weekly pay period. EMPLOYEES with greater than five (5) years of service shall earn annual leave at the rate of nine (9) hours per bi-weekly pay period.

Section 2:

An EMPLOYEE is not entitled to take annual leave until the EMPLOYEE has completed six (6) months employment with the TOWN.

Section 3:

It is expected that each employee shall use his or her earned annual leave annually. However, the maximum annual leave accrual EMPLOYEES may carry-over from one calendar year to the next calendar year shall not exceed the number of annual leave hours the employee is allowed to accrue for thirty-six (36) months.

Section 4:

Use of annual leave must be approved in advance by the Fire Chief or designee. Requests for annual leave should be made at least two weeks in advance, for planning purposes. An exception to this requirement may be made by the Fire Chief on a case by case basis. Choice of annual leave dates shall be granted on a seniority basis pursuant to the provisions of the parties Standard Operating Guidelines.

Section 5:

Upon termination of employment, an EMPLOYEE with more than six (6) months of service with the TOWN shall be paid for all earned and accrued annual leave at the EMPLOYEE'S current rate of pay.

ARTICLE 13 - UNION BUSINESS LEAVE:

Section 1:

Two (2) members of the Union Negotiating Committee shall be granted leave from duty without loss of pay as provided in this Article for a reasonable number of meetings between the TOWN and the UNION for the purpose of negotiating their terms on the Contract when such meetings take place at a time when such members are scheduled to be on duty.

Section 2:

One (1) UNION representative and one (1) aggrieved employee and any witness shall be granted leave from duty without loss of pay as provided in this Article for all meetings or hearings between the TOWN and the UNION for the purpose of processing grievances when such meetings take place at the time when such members are scheduled to be on duty.

Section 3:

The Fire Chief may grant leave with pay to attend UNION symposiums/educational seminars which are beneficial to the Pahrump Valley Fire/Rescue Service.

Section 4:

Subject to scheduling conflicts, the TOWN agrees to allow the UNION to use TOWN property for UNION meetings.

Section 5:

The TOWN agrees to allow on-duty EMPLOYEES to take one (1) Engine and one (1) medic unit to monthly UNION meetings.

ARTICLE 14 - HOLIDAYS:

Section 1:

The TOWN and the UNION agree the following holidays are recognized:

<u>Holidays</u>	<u>Date Recognized</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Las Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the fourth Thursday in November
Christmas Day	December 25
Employee Birthday	

And any other day declared a holiday by the Governor of Nevada, President of the United States and observed as a holiday by the TOWN.

Section 2:

All employees assigned to 24 hours shifts shall be paid holiday pay at the rate of twelve (12) hours pay for each of the above holidays.

Section 3:

Employees covered by this Agreement who work an eight (8) hour or ten (10) hour shift shall be granted time off for eight (8)/ten (10) hours with pay at their straight time hourly rate on holidays set forth in Section 1 above. EMPLOYEES who work on a holiday shall be compensated for all hours worked at time and one half plus receive eight (8)/ten (10) hours pay for the holiday.

Section 4:

Relative to eight (8) hour and ten (10) hour shift personnel, if one of the holidays set forth in Section 1 above falls on a Sunday, it will be observed on the following Monday. If one of the holidays set forth in Section 1 falls on a Saturday, it will be observed on the preceding Friday.

Section 5:

Holidays not worked, but paid in accordance with Section 3 above, which occur on an EMPLOYEE'S scheduled day of work shall be counted as time worked for the purpose of computing overtime.

Section 6:

All full-time employees, in order to be entitled to a legal holiday or holiday pay, shall be on full pay status on their scheduled work day immediately preceding and immediately following such holiday.

ARTICLE 15 - HOURS OF WORK:

Section 1:

The regular work week and work day for line EMPLOYEES shall consist respectively of an average fifty-six (56) hour work week and a twenty-four (24) hour work day. The regular work week and work day for non-line EMPLOYEES shall consist respectively of an annual average forty (40) hour work week and an eight (8) hour work day. Any changes in the number of hours in the regular work week or work day shall be subject to negotiations.

Section 2:

The work schedule for line EMPLOYEES shall consist of twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty and twenty-four (24) hours on duty followed by ninety six (96) hours off duty. Any changes in the work schedule shall be subject to negotiations.

Section 3:

Time trades shall be allowed and in conformance with the rules and regulations regarding such trades. Those rules shall be promulgated consistent with Article 21 (Rules, Regulations and Department Standard Operating Guidelines).

Section 4:

The Effective Date of this Article is Monday, September 2, 2002.

ARTICLE 16 - HIRING PROCEDURES:

Section 1:

It is agreed that initial hiring procedures are not within the scope of representation of the UNION and are reserved to the TOWN of Pahrump.

Section 2:

After initial hiring, all new EMPLOYEES shall serve a probationary period not to exceed twelve (12) months.

Section 3:

During the initial probationary period, new EMPLOYEES are not eligible for promotion.

Section 4:

Probationary employees are not eligible to work in an acting capacity above their current rank.

ARTICLE 17 - VACANCIES, PROMOTIONS, and DEMOTIONS:

Section 1:

"Promotion" shall mean the advancement of full-time EMPLOYEES to a position with a higher rank.

Section 2:

Appointments and promotions shall be determined by competitive examinations.

Section 3:

All vacancies and/or promotions shall be filled by bargaining unit members. In the event there exists no eligible and qualified bargaining unit members, the TOWN may recruit externally.

Section 4:

"Demotion" shall mean a reduction in Grade of full-time EMPLOYEES either voluntarily or through the disciplinary process.

Section 5:

Voluntary demotions shall remain within their current step.

Section 6:

Disciplinary demotions shall remain within their current step. However they are ineligible for promotional opportunities for two (2) years.

ARTICLE 18 - SENIORITY AND REDUCTION IN FORCE/LAYOFF:

Section 1:

The TOWN may lay off EMPLOYEES because of lack of work or lack of funds subject to Paragraph (v) of subsection 2 of NRS 288.150.

Section 2:

The Fire Chief shall determine in which job classification(s) the reduction in force/layoff shall occur. The order of layoff in the job classification shall be based on inverse seniority in that job classification. The EMPLOYEE with the least seniority in that job classification being laid off first and so on.

Section 3:

An EMPLOYEE identified for layoff (displacing EMPLOYEE) may displace the next lower job classification, providing he/she meets the qualifications for the lower job classification, and EMPLOYEE having less seniority in that job classification, the least senior EMPLOYEE being displaced first and so on with senior displaced EMPLOYEES displacing junior EMPLOYEES. The displacing EMPLOYEE'S seniority shall include all of the EMPLOYEE'S seniority in the high classification from which he/she is being reduced.

Section 4:

An EMPLOYEE who has been displaced to a lower job classification or who has been laid off as a result of a reduction in force shall be given the opportunity to reinstate to the job classification from which they were reduced or laid off whenever a position opening occurs before any other person is hired or promoted to that same job classification. EMPLOYEES shall be reinstated to their former job classification in the reverse order of their displacement of layoff (e.g. the last displaced

or laid off EMPLOYEE being the first reinstated to the job classification).

Section 5:

Notice of recall reinstatement given by the TOWN to a displaced or laid off EMPLOYEE shall be by mail, return receipt requested, to the EMPLOYEE'S last known address as reflected in the TOWN personnel records. In effecting this recall the TOWN shall adhere to the policy of last laid off, first rehired. If however, the EMPLOYEE having duly notified or his/her recall for reinstatement fails to notify the TOWN within thirty (30) days after mailing of the recall for reinstatement letter of his/her intention to return to work, he/she shall lose all right to reinstatement.

Section 6:

The TOWN and UNION agree that a seniority list showing date of hire of all personnel in the Fire Department shall be established and kept current and posted on the Fire Department bulletin boards. There shall be no seniority credit for promotional exams. Departmental seniority is defined as a cumulative service, based on full-time employment within the Fire Department.

Section 7:

The TOWN guarantees no EMPLOYEE covered in this CBA will be subject to Lay-off or reduction in force for the duration of FY 2012.

ARTICLE 19 - BULLETIN BOARDS:

Section 1:

The TOWN shall provide space for UNION bulletin boards to be located in the respective Fire Department buildings and to be used by the UNION for the posting of notices of a responsible and reasonable nature concerning UNION business and UNION activities. The location and size to be mutually agreed upon by the TOWN and the UNION.

Section 2:

The TOWN shall provide to the UNION the use of the TOWN copy machine for UNION business. The UNION shall pay \$.0089 per copy plus provide their paper. The price is subject to change as the TOWN's costs change.

ARTICLE 20 - STRIKES AND LOCKOUTS:

Section 1:

Neither the UNION nor any EMPLOYEE covered by this agreement will promote, sponsor or engage in any strike against the TOWN; slow down; or interrupt of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the TOWN regardless of the reason for doing so.

Section 2:

The TOWN will not lock out any EMPLOYEES during the term of this Agreement.

**ARTICLE 21 - RULES, REGULATIONS AND DEPARTMENT STANDARD
OPERATING PROCEDURES:**

Section 1:

It is agreed that the Town of Pahrump Personnel Policies and/or Fire Department rules, regulations and standard operating guidelines or referred to or provided for in this Agreement and that all matters touched upon in this Agreement shall be controlled exclusively by the provisions herein contained.

Section 2:

The Department and Union shall cause all rules, regulations and standard operating guidelines to be placed into one document, entitled "Standard Operating Guidelines," with a copy of such document made available to each employee.

Section 3:

The Union and Department shall form a committee consisting of up to two (2) members each to negotiate the current rules and regulations and standard operational guidelines. The negotiations will commence after the signing of this agreement and utilize the time lines and procedures established in NRS 288.

**ARTICLE 22 - PROGRESSIVE AND CORRECTIVE DISCIPLINARY
ACTION:**

Section 1:

The TOWN shall not discipline nor discharge a post probationary EMPLOYEE without just cause.

Section 2:

Prior to disciplining or discharging any post probationary EMPLOYEE, the TOWN shall afford him/her procedural due process by making certain he/she is made aware of the violation and given the opportunity to provide his/her response prior to a final decision being made.

Section 3:

The TOWN shall first administer constructive and progressive discipline, in the following order, prior to discharging a post probationary EMPLOYEE, except where his/her misconduct is so serious as to constitute an immediately dischargeable offense:

- **Verbal Reprimand**
- **Written Reprimand**
- **Suspension Without Pay**
- **Temporary Pay Reduction** (One [1] step two [2] pay cycles)
- **Demotion** (if applicable)
- **Discharge**

Section 4:

Where the TOWN'S proposed disciplinary action against a post probationary EMPLOYEE involves a suspension without pay, a pay reduction, a demotion or a discharge, the TOWN shall give him/her written notice which will be hand delivered, or mailed, if necessary, and shall include the following information:

- (a) The nature of the proposed disciplinary action; and
- (b) The effective date of the proposed disciplinary action; and
- (c) A statement of the reason(s) supporting proposed disciplinary action and an explanation of the evidence or documents, if any, supporting the reason(s); and
- (d) A statement advising the EMPLOYEE of his/her right to file a written response, or to request in writing a pre-disciplinary conference before the Fire Chief, within five (5) working days of receipt of the notice proposing disciplinary action; and
- (e) a statement that the EMPLOYEE'S failure to file a written response or request in writing a pre-disciplinary conference, or to appear at the pre-disciplinary conference, if one has been requested, will constitute an acknowledgment that he/she has been afforded procedural due process.

The EMPLOYEE will, upon request and as soon as practicable, be given the opportunity to review the documents, if any (except for confidential and privileged documents), on which the proposed disciplinary action is based. If the EMPLOYEE requests, he/she will be provided a copy of the documents.

Section 5:

When the EMPLOYEE has requested a pre-disciplinary conference, the Fire Chief will schedule a meeting with the EMPLOYEE and his/her UNION representative in a timely manner to provide the EMPLOYEE with an opportunity to present relevant information which may cause the proposed disciplinary action to be modified or rescinded.

Section 6:

Within five (5) working days of receipt of the EMPLOYEE'S written response or conclusion of the pre-disciplinary conference, the Fire Chief will deliver a written decision to the EMPLOYEE. The written decision will include:

- (a) The proposed disciplinary action will be implemented; or
- (b) The proposed disciplinary action will be modified, with an explanation; or
- (c) The proposed disciplinary action will be rescinded, with an explanation.

Section 7:

All disciplinary actions and written documentation relating to; (including but not limited to: witness statements, official reports, and investigations) shall be purged from an employees personnel file after 1 year for verbal warnings and 2 years for all other steps in the progressive and corrective disciplinary process.

ARTICLE 23 - WORK OUT OF CLASSIFICATION:

Section 1:

Temporary work assignments to an established position within the bargaining unit of higher grade shall be compensated as follows:

An employee assigned to work out of classification shall be paid a pay rate above his/her hourly wage for all hours worked at the higher classification. That pay rate shall be at the current rate of pay for the position worked for the duration of the shift.

Section 2:

An employee shall meet the minimum requirements, as established in the department policy, in order to work out of class.

ARTICLE 24 - PAYROLL DEDUCTIONS:

Section 1:

The TOWN agrees to deduct from the paycheck of each employee with the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the UNION. The UNION will certify to the TOWN, in writing, the current rate of membership dues. The TOWN will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. The TOWN may require the submission of new authorization forms when the UNION increases its membership dues.

Section 2:

Such funds shall be remitted by the TOWN to the Treasurer of the UNION within one (1) month after such deductions. The EMPLOYEE'S authorization for such deduction is revocable at the will of the EMPLOYEE, as provided by the law, and may be so terminated at any time by the employee giving thirty (30) days written notice to the TOWN and the UNION or upon termination of employment.

ARTICLE 25 - GRIEVANCE PROCEDURE:

Section 1:

A grievance is a disagreement between an EMPLOYEE(S), or the UNION and the EMPLOYER concerning interpretation, application or enforcement of the terms of this Agreement.

For purposes of this Article, a day is defined as Monday through Friday, excluding Saturdays, Sundays, and holidays.

Section 2:

The grievant(s) must attempt to initiate an informal discussion within ten (10) days of the knowledge of the alleged grievance. Upon initiation of a grievance, the EMPLOYEE(S) or a UNION representative will first attempt to informally discuss the grievance with the immediate supervisor. If the matter is not resolved after the informal discussion or the attempt at such, the EMPLOYEE(S) or UNION shall proceed as follows:

Step 1: If within five (5) days of the informal discussion or the attempt at an informal discussion with the immediate supervisor, the dispute is not resolved, a written signed grievance may be submitted to the immediate supervisor. The grievance shall state the following:

- (a) The circumstances over which the grievant claims to aggrieved,
- (b) The specific provisions of the agreement which is/are in dispute,
- (c) How the interpretation, application or claimed violation is affecting him/her, and
- (d) The resolution sought.

All responses shall be in writing.

Step 2: If the grievance is not settled within ten (10) days of the submission to the immediate supervisor, the grievant(s) may submit the signed written grievance to the Fire Chief. All responses shall be in writing.

Step 3: If the grievance is not settled within seven (7) days of the submission to the Fire Chief, the grievant(s) may submit the signed written grievance to the Town Manager within fourteen (14) days of the submission to the Fire Chief. All responses shall be in writing.

Step 4: If within seven (7) days of the submission to the Town Manager, the grievance is not settled, the grievant(s) may submit the signed written grievance to arbitration within fourteen (14) days of the submission to the Town Manager. All responses shall be in writing. An arbitrator shall be selected to preside over the grievance arbitration from the Panel.

Section 3:

The Arbitration Panel shall be made up of five (5) arbitrators selected from a list of twenty-five (25) names provided by the American Arbitration Association (AAA). The TOWN shall select two (2) arbitrators, the UNION shall select two (2) arbitrators, and the parties shall mutually agree upon the fifth arbitrator. The five (5) arbitrators selected shall serve as the panel of arbitrators from which all grievance arbitrators will be selected. The arbitrators shall preside over grievance arbitrations on a rotating basis. Arbitrations shall be conducted in accordance with AAA rules. Should a vacancy occur in the Arbitration Panel, the party or parties who selected the vacating arbitrator shall select the replacement.

Section 4:

The findings of this arbitrator shall be final and binding on all parties concerned.

Section 5:

The costs of arbitration shall be borne as follows

- (a) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- (b) The arbitrator's fees and expenses, and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator shall specify the payer of the costs.
- (c) If either party requests a court reporter, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

Section 6:

All arbitrations shall be held in the Town Of Pahrump unless mutually agreed upon otherwise.

Section 7:

The time periods within this procedure may be modified by mutual agreement of the parties.

ARTICLE 26 - WAGES

Section 1:

All EMPLOYEES will be paid on each bi-weekly Thursday, with salary computed through the preceding Sunday. The amount of pay will be one-twenty-sixth (1/26) of regular annual salary regardless of the number of hours on duty for that period, provided that the EMPLOYEE is on duty as scheduled, on authorized paid absence or approved shift trade.

Section 2:

Schedule 1 and 2, attached hereto, shall be the schedule of bi-weekly salaries for EMPLOYEES covered by this Agreement. For FY2012, EMPLOYEE salary will be frozen in the wage step they are in on June 30, 2011.

Section 3:

FLSA overtime shall be computed on a fourteen (14) day cycle and shall be paid on each bi-weekly Thursday.

Section 4:

For the duration of this current contract, EMPLOYEE salary schedule increases shall be consistent with salary increases provided to other TOWN employees. This includes COLA increases TOWN employees may receive.

Section 5:

In Addition to wages, the classifications and/or certifications listed below shall be compensated the yearly rate listed payable bi-weekly.

Driver/Operator	\$1,500.00 Yearly
HAZ-Mat (Tech. Level)	\$1,000.00 Yearly
Life Safety Inspector	\$1,000.00 Yearly

ARTICLE 27 - INSURANCE:

Section 1:

The UNION agrees to participate in the existing health insurance program the TOWN provides.

Section 2:

The specific terms and conditions of coverage are specified in the plan document for medical and dental insurance issued by the insurance carrier.

Section 3:

The TOWN shall pay the premium cost for the EMPLOYEE. Dependents of EMPLOYEES, as defined in the insurance plan, are also eligible for coverage under the TOWN'S insurance plan at the EMPLOYEE'S expense. Effective July 1, 2005, the TOWN will continue to contribute the same monthly amounts toward the cost for dependent coverage plus the increase in April 2005 that was absorbed by the EMPLOYEE. The TOWN will pay any increased amount for dependent coverage so that there is no net increase to the EMPLOYEE expense during the term of this Agreement.

Section 4:

Any changes in specific benefits or inclusions or deletions of benefits are subject to mandatory negotiations.

Section 5:

The TOWN shall provide liability insurance protection for every member of the UNION operating fire and rescue equipment. The form of policy and carrier for such insurance shall be at the discretion of the TOWN.

ARTICLE 28 - PAYMENT OF OVERTIME:

Section 1:

For Line and Non-Line EMPLOYEES, work performed in excess of the EMPLOYEE'S normal bi-weekly hours shall be overtime, paid at the rate of one and one-half his/her hourly rate of pay.

Section 2:

EMPLOYEES having been called out on a regularly scheduled day off shall be paid at the rate of one and one-half his/her hourly rate of pay for all hours worked with no less than two (2) hours at this rate. Overtime pay shall cease at the beginning of their regular shift.

ARTICLE 29 - OTHER LEAVES:

Section 1:

Leave of Absence without pay:

The TOWN may grant a leave of absence without pay for up to six (6) months. When in the judgment of the Fire Chief and the approval of the Town Manager the work of the Department will not be impeded by the EMPLOYEE'S absence. Such leave may be extended for an additional period of up to six (6) months by the Town Manager. An EMPLOYEE who does not return from his/her leave of absence without pay on the first day following the end of the leave will be considered to have resigned from the TOWN. For purposes of Section 1 of this Article, an EMPLOYEE shall be considered on "leave without pay" during times they are absent from work on a day which they are regularly scheduled to be on duty and they are not on approved leave, or they do not have adequate leave hours accrued to cover such absence.

The period of time an EMPLOYEE is on unpaid leave for seven (7) shifts for line EMPLOYEES or fifteen (15) work days for non-line EMPLOYEES, in any fiscal year, will not be deducted from the EMPLOYEE'S service time for purposes of computing seniority. Accrual of annual and sick leave shall be prorated for leave without pay unless taken in blocks of time three (3) or more consecutive shifts for line EMPLOYEES and five (5) or more consecutive days for non-line EMPLOYEES.

This Article or Section does not waive the requirement to request approval for unpaid leave per Section 1(a) above.

Section 2:

Court Leave

The EMPLOYEE will notify his/her supervisors or manager of the need for court leave as soon as the need of the leave becomes known to the EMPLOYEE. Subject to the conditions noted below, full time EMPLOYEES called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding will receive their regular pay for their normal work hours spent in court or in travel to and from the court appearance.

An EMPLOYEE will receive pay for that amount of work time missed if he/she is required to miss work because of court appearances borne out of a work related incident.

Upon completion of jury/court witness service, the EMPLOYEE will receive his/her regular pay and forward any compensation received from the court or other party served to the Town Manager. EMPLOYEES may retain reimbursements for out-of-pocket expenses such as meals, mileage and lodging unless the TOWN has reimbursed the EMPLOYEE for such expenses or the TOWN paid the expenses for the EMPLOYEE. An EMPLOYEE who elects to be paid a professional fee for his/her services as a witness will be required to use appropriate leave if scheduled to work during this period.

An EMPLOYEE who is not required to report to court until the middle of his/her work schedule or is released from jury/court duty before the end of his/her shift will report to work for the hours which are not required for court duty or directly related to travel time.

Section 3:

Bereavement Leave

Bereavement leave for full-time line EMPLOYEES shall be granted up to Three (3) shifts of leave with pay in the event of a death in the family within the 1st degree of consanguinity or affinity, and two (two) shifts off with pay in the event of a death in the family within the 2nd degree of consanguinity or affinity.

Bereavement leave for full-time non-line EMPLOYEES shall be granted up to three (3) shifts of leave with pay in the event of a death in the family within 1st or 2nd degree of consanguinity or affinity.

(c) Upon request, an EMPLOYEE may use sick leave, then annual leave for prolonged bereavement up to an additional three (3) shifts.

Section 4:

Military Leave

Any EMPLOYEE who is an active member of the Nevada National Guard or any reserve component of the United States Armed Services shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of pay or accrued time for a period not to exceed 8 shifts/192 hours for line employees and fifteen (15) working days/120 hours for non-line EMPLOYEES in any one calendar year, and as provided by State and Federal laws without loss of seniority.

In the event of military activation by either the Governor of the State of Nevada or the President of the United States for any period of time, the EMPLOYEE shall be allowed to resume his/her normal duties in the same or equivalent classification held in the pre-activation employment as defined by the same or equivalent job duties and responsibilities and pay without loss of seniority. In no event will the pay be less than the pay of the pre-activation classification held by the employee as adjusted by the application of the pay raises acquired in the period of time in which the employee was on active duty.

ARTICLE 30 - SAVINGS CLAUSE

Section 1:

This Agreement is the entire agreement of the parties.

Section 2:

Should any provision of this Agreement be found in contravention of Federal or State law by a court of competent jurisdiction, the specific provision found to be in contravention of the law shall be null and void, but all other provisions of this agreement shall remain in full force and effect unless otherwise cancelled or amended by the parties in writing.

ARTICLE 31 - AGREEMENT SEVERABLE:

Section 1:

This Agreement is declared to be severable, and if any paragraph, phrase or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement, and those parts not declared void shall be binding upon the parties. The parties agree that, if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. This Agreement is the entire Agreement of the parties terminating all prior Agreements.

ARTICLE 32 - TRANSFER OF FUNCTION

Section 1:

The Town agrees not to sell or convey or cause to sell or convey or otherwise transfer or cause to transfer its Fire Department operations, or any function associated with the fire based services within the scope of representation of Local 4068, IAFF, to a new employer without first fulfilling this contract, and securing the agreement of the successor employer to assume the Town of Pahrump and/or Pahrump Valley Fire Rescue's obligations under this contract.

Section 2:

In the event a bargaining agent other than Local 4068, IAFF, would assume the representation rights over Local 4068, IAFF or its members or former members, then the Town of Pahrump shall not enter into any agreement with the successor employer regarding section (1) above until a new collective bargaining agreement between the new successor employer and the succeeding bargaining agent has been completed. Such new bargaining agreement must demonstrate to Local 4068's satisfaction, the successor employer's assumption of the Town of Pahrump's contract obligations per section (1) above.

ARTICLE 33 - POLITICAL ACTIVITY:

Section 1:

EMPLOYEES may engage in political activity that is not prohibited by State laws.

Section 2:

EMPLOYEES will not engage in political activity while on duty or in uniform. Political activity, for purposes of this section of Article 33, is activity to elect or defeat any candidate, political or ballot issue

ARTICLE 34 - COMMUNICABLE DISEASE:

Section 1:

In the event an EMPLOYEE covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty he/she has been exposed to, or is the carrier of a serious communicable disease; the EMPLOYEE may be relieved of duty without the loss of any pay or sick leave, and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the EMPLOYEE is permitted to leave duty for this purpose.

Section 2:

The EMPLOYEE shall be provided with preventive measures designed to protect the EMPLOYEE against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood test, and medical equipment such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable diseases. The use of protective equipment may be required by a supervisor if it appears the non-use of this equipment may endanger the EMPLOYEE or another EMPLOYEE. Participation in any medical procedures, such as vaccination and testing shall be at the discretion of the EMPLOYEE, and the EMPLOYER shall not be held responsible for any consequences to the EMPLOYEE as a result of the EMPLOYEE having or not having received any vaccinations or tests. This does not waive the EMPLOYEE'S right under Workers' Compensation.

ARTICLE 35 - POLYGRAPH EXAMINATIONS:

Section 1:

No EMPLOYEE shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to a polygraph examination. Testimony regarding whether an EMPLOYEE refused to submit to a polygraph examination shall be confined to the fact that, "The Town of Pahrump does not compel Fire Department personnel to submit to polygraph examinations". This Article, however, does not apply to applicants in the hiring process.

ARTICLE 36 - COMPENSATORY TIME:

Section 1:

An EMPLOYEE may take compensatory time off in lieu of cash. Compensatory time at the applicable overtime/call-out rate will be granted in lieu of overtime pay; this shall not be a pre-condition to overtime opportunities. The EMPLOYEE will notify the EMPLOYER before the end of the pay period if he/she wishes compensatory time. An EMPLOYEE shall be compensated for compensatory time earned, upon request. The EMPLOYEE shall notify the EMPLOYER at the end of the pay period the amount of compensatory hours he/she wishes to be compensated for. Payment of compensatory time shall be included in the EMPLOYER'S bi-weekly payroll check. Compensatory time shall be paid at the EMPLOYEE'S current rate of pay a maximum of 100 hours per fiscal year may be paid to an EMPLOYEE upon request, to be paid in the last pay period in the month of November. Upon separation from service, the balance of comp time accrued to each EMPLOYEE shall be cashed out in their final payroll check.

Section 2:

Line EMPLOYEES shall be able to accrue up to a maximum of 480 hours of compensatory time. There shall be no limit on the length of time an EMPLOYEE is allowed to maintain accrued compensatory time.

Section 3:

Non-line EMPLOYEES shall be able to accrue up to a maximum of 240 hours of compensatory time. There shall be no limit on the length of time an EMPLOYEE is allowed to maintain accrued compensatory time.

Section 4:

If an EMPLOYEE wishes to take compensatory time off, he/she shall provide three (3) days written notice to the EMPLOYER.

ARTICLE 37 - CROSS TRAINING:

Section 1:

The TOWN and the UNION agree that all members will be cross-trained as Fire Fighters and be classified to a Fire Fighter position.

Section 2:

Those members currently certified, as Nevada State Fire Fighter 1 test will be reclassified to the Fire Fighter classification that matches their current medical certification.

Section 3:

All members must pass the Nevada State Fire Fighter 1 test and be certified as Nevada State Fire Fighter 1.

Section 4:

The TOWN will ensure that each member is provided ample opportunity to receive and attend Nevada State Fire Fighter 1 training.

Section 5:

Each member will be required to take the Nevada State Fire Fighter 1 test within one (1) year of the signing of this agreement.

Section 6:

If any member fails to pass the Nevada State firefighter 1 test, that member will be provided an additional four (4) months to retest. Following the 4 month re-test period, if a member had failed to receive a passing score on a Nevada State Fire Fighter 1 Test, that member may be subject to termination.

Section 7:

The time limit set forth in Sections 5 and 6 of this Article will be extended due to major illness or injury or any other extended time off on approved leave.

Section 8:

Once certified as a Nevada State Fire Fighter 1, each member will be reclassified to the classification that matches their level of medical certification.

Section 9:

The TOWN and the UNION agree to the Classifications and Salary Schedule found in Appendix A. Classification, Salary, and all other affected Articles will be changed to reflect these classifications.

Section 10:

Current members as of July 19, 2004 may remain in their existing job classification using their current salary schedule. Members who wish to remain in their current classification shall submit immediate written notification to the Fire Chief. Those members may cross train, however, they have one (1) year to become certified as outlined in this Article.

ARTICLE 38 - EFFECTIVE DATE AND DURATION

Section 1:

This Agreement shall be effective July 1, 2011 and shall continue in effect to June 30, 2013 except as otherwise provided in this Article 38. On or after July 1 2013, this Agreement shall be automatically renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of that Article desired to be negotiated.

Section 2:

If either party desires to negotiate changes in any Article or Section of the Contract, it shall give written notice to the other party of the desired changes before February 1 of each year, provided that during the term of this agreement no Article and/or Section of that Article shall be negotiated without the parties mutual consent.

Section 3:

The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.

Section 4:

If the parties have not reached an agreement within ten (10) work days after the Fact finders Report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) work days after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.

Section 5:

The Impartial Fact finder and the Binding Arbitrator shall be from the American Arbitration Association or Nevada Arbitration Association and all hearings shall be conducted under each Association's applicable rules. The list of arbitrators may be obtained from the Fresno office of the American Arbitration Association or the Las Vegas office of the Nevada Arbitration Association.

Section 6:

In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

Article 39 - OPENERS

Section 1:

The Town and the Union agree to open negotiations regarding the staffing of the position of “Lieutenant (non-line) Training and Compliance Officer” in May of 2012.

SIGNATORIES TO AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this _____ day of _____, 2011.

TOWN OF PAHRUMP, NEVADA

By _____

Mike Darby, Chairman Pahrump Town Board

By _____

William Kohbarger, Town Manager

PAHRUMP VALLEY FIREFIGHTERS ASSOCIATION, IAFF LOCAL 4068

By _____

Tim Murray, President

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: July 26, 2011**

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Wednesday, July 20, 2011

RE: **Discussion and Possible Decision** to either Terminate or Extend by Three Months the Lease with Option to Purchase Agreement with Growponics Nevada LLC/Water Lily Ranch and All Matters Properly Related Thereto. (For Possible Action)

1.) Background

On November 09, 2010 the Town Board approved entering into the lease to option purchase with Growponics Nevada LLC. (See Town Board Backup material memo dated 11/03/10)

Shortly thereafter Growponics Nevada LLC requested a six-month extension and name change. That extension/name change was heard by the Town Board on April 12, 2011. The Town Board voted not to extend the contract but did approve the name change. Growponics Nevada LLC was notified as to the Town Board's vote and was further advised that the Town Board requested further information from Growponics Nevada LLC in order to obtain a possible extension.

The Town's Legal staff sent Growponics Nevada LLC an assignment agreement (to legally change the name) on May 02, 2011 and again on May 25, 2011 neither of which was signed and returned to the Town by Growponics Nevada LLC.

On June 27, 2011 the own staff received an e-mail from Mr. Kashani requesting a three-month extension and reduction in size of the overall project.

In response to Mr. Kashani e-mail, the Town's Legal staff sent a letter (Growponics Nevada LLC; Proposed Amendments to Lease; Notice of Failure to Perform) to Growponics Nevada LLC on July 06, 2011 requesting to know the intentions of Growponics Nevada LLC. (See attached Letter to Mr. Jack Kashani dated: July 06, 2011) Inside this letter was a request from the Town to Growponics Nevada LLC to identify the following:

- 1) size (cost/value) of physical structure(s) to be built;
- 2) capital equipment to be acquired (cost/value);
- 3) number of new employees and the average wage roll for those workers;
- 4) projected sales from the products produced;
- 5) cost of supplies purchased
- 6) Please also include a detailed, written business plan addressing
- 7) Capital investment and development analysis. Later, the Town will require a financial commitment letter.

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: July 26, 2011**

As of today, July 20, 2011 the Town has not received a response to the above letter sent July 06, 2011.

2.) Fiscal Impact

None.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager has no recommendation at this time.

If you have any additional questions, I would be happy to answer them.

From: Jack Kashani [<mailto:jack@jackkashani.com>]
Sent: Monday, June 27, 2011 7:16 PM
To: 'Bret F. Meich'; ALBALLOQUI@aol.com
Cc: bkohbarger@pahrumprnv.org; garys@ecofflaw.com; aballoqui@pahrumprnv.org; 'Jack Kashani'
Subject: RE: Peppers vs. Tomatoes [IWOV-IDOCS.FID1852582]

Hi everyone:

In the last few months, I have been truly confused and disappointed by your actions. This is not how I should be treated. You have all sent me mixed messages in the last few months. I have met with your team individually, and I have also met with your town board members. I am sure Bill could share with you that your town board members recommended the 6 months extension, when I met with them in my office in Las Vegas. I have many emails from your team during the last many months regarding your internal issues, which was more confusing. Anyway, I think the internal issues between the town officials and the residence has interfered with my ability to move forward with my project. I was never made assured that I have the full right and ability to start the project. I was told that I have the land and the water and then I was told that the residence of the town have decided to stop me. How can I start anything or spend money to do anything when I am not sure where I stand? I am sure you all know that I have not been treated fairly. I am only trying to start a new project in this difficult economy and the crazy financial world. Do people have to fight the Government to start a business now days or should business be given incentives by the Government?

I am not going to tell you how to run your town. I am sure you are all great people and have great minds with great intentions. I am trying to start a business. I know my new business is green, a clean and healthy technology, it save water and land and it will produce what we need most in this country. FOOD. In the middle of desert. This is a miracle to grow food in the middle of desert. Is this good for your town? It seems to me that your town does not need my farm business.

I want to move forward. Please do not stop a great opportunity without a good reason. You guys have the land and you are not using it. You can always obtain land from BLM for your park. I am not sure why you want to stop me from doing business in your town?

I am willing to compromise. I do not need the 6 months which was offered to me by your town board. I want 3 months to make a commitment to start. I will within 3 months time start something. I will agree to the followings so that we can resolve our issues:

1. I will start the project within 3 months.
2. I will agree to reduce the size of the ground lease to 30 acres for now and 15 acres if I do not use the entire 30 acres in 5 years.
3. I will agree to reduce the size of the ground lease to 15 acres if the town was not successful in finding a replacement for its park.

I think as you can see, I am willing to compromise with you and be mindful of your internal issues while I expect you to understand my needs.

I will wait for your positive response,

Kind regards,

Jack Kashani

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 11-09-2010

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: November 3, 2010

RE: **Discussion and Possible Decision:** on approving of a lease/option to purchase agreement between the Town of Pahrump and Growponics Nevada LLC, a Nevada limited-liability company, for up to 60 acres of property and appurtenant water rights (assessor's parcel numbers 045-191-15 and 045-191-16 commonly referred to as Kellogg Park Property) for the development of a series of hydroponic green houses and related facilities. (Action)

1.) BACKGROUND

The Staff is bringing this Lease/Option to Purchase for the following reason(s):

1. This project upon build out will create 120 to 150 jobs
2. This project upon build out will be valued at between \$70 to \$120 million
3. This project will create revenue for the Town of Pahrump through the lease agreement (Land & Water Rights) and Option to Purchase (Water Rights & Land sale).
4. This project will be the first of its kind in Nevada and the United States.
5. This project will create tax revenue for the Town of Pahrump and Nye County (See attached Lease/Option to Purchase Agreement).

Staff has been working with the developer (See attached Jack Kashani, BIO) on this development for approximately 5-months. The development is called Growponics Nevada LLC and will consist of building hydroponic greenhouses to grow fresh fruits and vegetables. (See attached Growponics Executive Summary + Power Point Presentation) As stated above this development will create between 120 to 150 jobs and is between a \$70 to \$120 million project based on build out. The developer wants to build 10 (4-single and 3-double) greenhouse units that will occupy 4.5 to 9 acres each and will be 130,000 sq ft (single unit) & 260,000 sq ft (double unit) in size.

The staff is respectfully requesting that this development be located on Town owned property located at E. Kellogg Road and S. Squaw Valley Road. The reason staff chose this location is because it is the only location owned by the Town large enough to accommodate this size of project. This property contains two contiguous parcels (45-191-15 & 45-191-16) owned by the Town and combined equal 74 acres. (See attached Town Owned Property List Dated: November 08, 2010) NOTE: Staff understands that the property in question was put aside to be a Park. For this reason staff is approaching the BLM about obtaining 40+ acres of BLM disposal property located at the SW corner of Homestead and Kellogg Roads in an attempt to build a 40+ acre Park at this location to replace the Kellogg property that the Town is utilizing for the Growponics development.

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 11-09-2010

The general terms of the deal is that Growponics Nevada can lease property and water rights for construction of greenhouse facilities in phases. After the completion of each phase, Growponics Nevada has the option to lease additional land and purchase the land where construction was completed. There are also constraints in the deal that mandate a timeline for construction, build out and operation. The purchase options will be at 75% of the appraised value, which is the incentive to attract this development. (See attached Appraisal Executive Summary)

The Town has worked in conjunction with Nye County staff (County Manager, Planning/Public Works) on this project and they are aware that this project is coming forth. Town staff does not anticipate any issues and/or roadblocks in seeing this project to completion.

The Town Board upon approving the Lease/Option to Purchase Agreement must also have to make a significant finding under NRS 533.550 (See attached NRS) pursuant to the Water Rights lease/sale that:

- a) The sale or lease of the water right is consistent with the prudent, long-term management of the water resources within the jurisdiction of the public body;
- b) The sale or lease of the water right will not deprive residents and businesses within the jurisdiction of the public body of reasonable access to water resources for growth and development;
- c) The sale or lease of the water right is a reasonable means of promoting development and use of the water right; and
- d) The means by which the water right is sold or leased reasonably ensures that the public body will receive the actual value of the water right or comparable economic benefits."

2.) Fiscal Impact

There is no negative fiscal impact on the Town. The Town will see an increase in revenue from the lease of the land and lease/sale of water rights. Once the property is sold, the Town will see an increase in the Ad Valorem and CTX taxes. NOTE: A Community Economic Impact assessment will be completed upon execution of the Agreement and submittal of Master Plan.

3.) Town Manager Recommendation and Board Action Requested

Staff's recommendation is for the *Town Board to approve the Lease/Option to Purchase Agreement as written and make a significant finding that the Sale/Lease of the Water Rights contained within the agreement meets the standards as set forth in NRS 533.550.*

If you have any additional questions, I would be happy to answer them.



July 6, 2011

VIA E-MAIL (JACK@JACKKASHANI.COM)

Jack Kashani
Growponics Nevada, LLC

Re: Growponics Nevada LLC; Proposed Amendments to Lease; Notice of Failure to Perform

Dear Mr. Kashani:

I am in receipt of your e-mail dated June 27, 2011, in which you propose significant changes to the scope of the project and to the terms of the Lease with Option to Purchase agreement ("Lease").

On December 15, 2010, the Town made you aware of an opinion of the District Attorney for the County of Nye, which asserted that the Lease violates the terms of the property's conveyance from the County to the Town. At that time, the Town expressed to you its legal opinion that the Town has the authority to lease and sell the land to Growponics Nevada for purposes of economic development. And on December 28, 2010, the Town copied you on its letter to the District Attorney questioning his legal reasoning.

Consistently, I have informed you and your lawyer, Gary K. Salomons, that Growponics Nevada has been and is able to commence the work required under the Lease. The Town delivered possession of the property according the Lease, which has a lease term of 50 years, immediately upon the mutual execution of the agreement. No action by the Town has prevented Growponics Nevada from performing according to the terms of the Lease, and the County Commission has not acted on the opinion of the District Attorney. Moreover, the Town does not believe that you have considered the required on- and off-site improvements and zoning issues for the proposed development pursuant to Paragraph 15 of the Lease.

As you know, the Town Board rejected your proposed six-month extension of the Lease's deadlines. While individual members of the Board may have indicated privately that they intended to vote in favor of the extension, only one Board member supported the extension. The Board did consent to the assignment to Water Lily Ranch LLC, but, again, I'll take this opportunity to note that you have yet to execute the assignment, which means that Growponics Nevada LLC remains the lessee under the Lease.

During the meeting, members of the Town Board questioned your choice to disassociate with the international expertise of Growponics. And you are now proposing a reduction in the size of the project. Because the size of the project was one reason why the Town provided incentives to Growponics Nevada, I do not believe that the Board will approve a new contract according to the terms in your e-mail. Town staff, however, are available to assist you in placing your request on the agenda or locating this new, smaller development on another site. My understanding is that there is property and water rights on another site that is better suited for your newly-proposed project and on more economically advantageous terms.

If you would like the Town Board to consider negotiating a new contract on the same property, please address the following items: 1) size (cost/value) of physical structure(s) to be built; 2) capital equipment to be acquired

Jack Kashani
July 6, 2011
Page 2

(cost/value); 3) number of new employees and the average wage roll for those workers; 4) projected sales from the products produced; and 5) cost of supplies purchased. Please also include a detailed, written business plan addressing capital investment and development analysis. Later, the Town will require a financial commitment letter.

Finally, under the terms of the Lease, you were required to commence construction on or before June 1, 2011. This letter serves as notice that Growponics Nevada LLC has failed to fulfill this requirement of the Lease. Additionally, the first monthly rent installment was due July 1, 2011. The Town has not received that payment. While the Town has not terminated the agreement, the Board has that option at its next meeting.

Sincerely,

/s/ Bret F. Meich

Bret F. Meich

cc: Bill Kohbarger
Al Balloqui

ASSIGNMENT OF LEASE WITH OPTION TO PURCHASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“Assignment”), is made and entered into for all purposes as of this 2nd day of May, 2011, by and between GROWPONICS NEVADA, LLC (“Assignor”) and WATER LILY RANCH, LLC, a Nevada limited-liability company duly formed, validly existing and in good standing under the laws of the State of Nevada, its jurisdiction of formation and organization and the only jurisdiction in which the nature of its business or character of its properties require such qualification (“Assignee”).

WITNESSETH:

WHEREAS, Assignor desires to assign its rights and obligation under its Lease with Option to Purchase Agreement (“Contract”) with the TOWN OF PAHRUMP (“Lessor”); and

WHEREAS, Assignee desires to assume all of the assigned rights and obligations related to said Contract from Assignor;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns unto Assignee all of its right, title and interest in and to the Contract by and between Assignor and Lessor.
2. **Assumption.** Assignee hereby assumes all of Assignor’s obligations, liabilities and duties as such relate to the Contract on the terms and conditions as set forth in the Contract.
3. **Notice.** Notice upon Assignee under the Contract may be accomplished at the following address:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

GROWPONICS NEVADA, LLC

By:
Its:

WATER LILY RANCH, LLC

By:
Its:

Consent by Lessor:

Consent is hereby given to the Assignment and Assumption described herein.

TOWN OF PAHRUMP

By:
Its:

STATE OF NEVADA)
) ss
COUNTY OF NYE)

This instrument was acknowledged before me on _____,
2010, by _____, as _____,
GROWPONICS NEVADA, a limited liability corporation.

Notary Public

LEASE WITH OPTION TO PURCHASE

THIS LEASE (“Lease”) is made as of this November 19, 2010, by and between TOWN OF PAHRUMP (“Lessor”), and GROWPONICS NEVADA, LLC (“Lessee”), who hereby agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises (the “Premises”), which comprise approximately five (5) acres in the Town of Pahrump, County of Nye, State of Nevada, and legally described as set forth on **Exhibit “A”** hereto.

The Premises also include thirty (30) acre feet of water rights appurtenant to the land described in Exhibit “A”, legally described as set forth on **Exhibit “B”** hereto.

The Premises may be enlarged in accordance with, and this paragraph is expressly made subject to, paragraphs 4 and 5 concerning Lessee’s option to lease or lease and purchase additional land legally described as set forth on **Exhibit “C”** or any part thereof that is contiguous to the land described as set forth on Exhibit “A”. Once enlarged, Lessee cannot reduce the size of the Premises.

2. **USE OF PREMISES.** The Premises shall be used for the operation of greenhouses for the production of fruits and vegetables (the “Permitted Use”). Lessee shall continuously operate the entire Premises for the duration of the Term.

3. **TERM.** The term of this Lease (the “Term”) is for fifty (50) years, commencing immediately as of the date first set forth above.

Should Lessee elect to exercise its rights under paragraph 5 and lease additional land, the Term for the lease for the additional land is the same as the Term for the Premises leased upon execution of this Lease for the Premises. The exercise of the option in paragraph 5 shall not operate to extend the Term of the Lease.

Should Lessee fail to commence and/or complete construction according to the timetable in paragraph 5, this Lease may be terminated, including but not limited to the options set forth in paragraphs 4 and 5, at the sole discretion of Lessor. Notwithstanding the foregoing, Lessee may continue to lease that portion of the Premises upon which it completed construction.

4. **OPTION TO PURCHASE.**

(a) **Option Granted.** So long as Lessee is not in default under any provision of this Lease, Lessor/Seller hereby grants to Lessee/Purchaser an option (the “Purchase Option”), exercisable by Lessee, in Lessee’s sole and absolute discretion, to purchase the Premises at anytime during the Term of this Lease, provided Lessor is able to convey clear and marketable title. Lessor/Seller shall use its best effort to convey clear title. The Purchase Option Price includes all land and improvements on the Premises, water rights appurtenant to the Premises, and other appurtenances, fixtures and equipment, at the time of Closing.

(b) Premises May be Enlarged by Option to Lease. If Lessee elects to exercise the Lease Option pursuant to paragraph 5, the Purchase Option shall extend to those lands and water rights leased by Lessee pursuant to the Lease Option.

(c) Notice of Exercise. In order to exercise the Purchase Option, Lessee shall give written notice to Lessor/Seller of Lessee's election to exercise the Option (the "Notice") by January 1, 2021.

(d) Option Price. Except for the four (4) acres described in subsection (e) below, the price to be paid by Lessee/Purchaser to acquire the Premises set forth on **Exhibit "A"**, **Exhibit "B"** and **Exhibit "C"** upon exercise of the Purchase Option ("Purchase Option Price") shall be five thousand five hundred sixty-three dollars (\$5,563) per acre for the land and four thousand five hundred dollars (\$4,500) per acre foot for the water rights.

The Purchase Option Price will be reduced by ninety percent (90%) of the rent payments made pursuant to this Lease. The reduction of the Purchase Option Price only applies to the purchase of the specific property—the phase—for which Lessee originally paid the rent.

(e) After Phase IIB is completed pursuant to paragraph 5 and if Lessee exercised its Purchase Option for Phases I through IIB, the Town will deed four (4) additional, contiguous acres to Lessee/Purchaser at no cost. The location of the four (4) acres on the Premises will be at mutually agreed upon at the time that Lessee/Purchaser notifies Lessor/Seller that it exercises its right under this subsection. The four (4) acres must be used for community facilities and the deed for the four (4) acres will be subject to a restrictive covenant pursuant to the land's intended use as a site for community facilities. The cost of building the community facilities shall be borne by Lessee/Purchaser.

(f) Closing Costs & Closing Date. Lessee/Purchaser agrees that Lessee/Purchaser shall be responsible for and shall pay all costs for a title insurance policy and survey as hereafter required.

Lessor/Seller shall deliver to Lessee/Purchaser, at Lessee/Purchaser's expense, a preliminary title report on the Premises, together with copies of all exceptions in the report. Lessee/Purchaser shall have thirty (30) days after receipt of the report to notify Lessor/Seller of Lessee/Purchaser's reasonable disapproval of any such exceptions. Failure of Lessee/Purchaser to disapprove in writing any exceptions within the aforementioned time limit shall be deemed to be an approval of the preliminary title report, including the conditions and exceptions identified therein. In the event that Lessee/Purchaser disapproves of any exemption(s) in the report, Lessor/Seller shall have until forty-five (45) days before the date of closing to eliminate any disapproved exceptions to the report. If such exceptions are not eliminated, the purchase agreement shall be null and void.

Closing shall be consummated on an agreed upon date, following satisfaction and waiver of all contingencies as contained in this paragraph 4, unless delayed by reason of Seller's failure to comply with this Lease.

(g) Conditions To Option Sales Contract. This Purchase Option is subject to Lessee/Purchaser obtaining at Lessee/Purchaser's expense, a title commitment for a current form

policy of title insurance insuring clear marketable title to the Premises, in the amount of the Purchase Option Price paid hereunder.

(h) Restrictive Covenant. This Purchase Option is subject to a restrictive covenant limiting the use of the property to the use identified in paragraph 2.

(i) Right of Entry. Lessee/Purchaser and his duly authorized consultants shall have the right to enter the Premises for purposes of investigation prior to close of escrow.

(j) Lessor/Seller's Deliveries at Closing. Lessor/Seller shall deliver to Lessee/Purchaser at closing a properly executed Grant Bargain Sale Deed, in recordable form, conveying marketable title to the Premises to Lessee/Purchaser. Lessee/Purchaser takes the Premises as is and where is.

(k) Lessee/Purchaser's Deliveries at Closing. Lessee/Purchaser shall deliver to Lessor/Seller at Closing:

(1) Such certificates, powers of attorney, resolutions and evidences of qualification as may be reasonably requested by title company to evidence that Lessee/Purchaser has the necessary power and authority to purchase the Premises.

(2) Lessee/Purchaser's closing statement as prepared by title company.

(3) Purchase Option Price, in certified funds, adjusted pursuant to the closing statement.

(l) Assignability. This Purchase Option is fully assignable by Lessee/Purchaser only with the written permission by Lessor/Seller to said assignment but Lessee/Purchaser shall remain liable for its performance. Said permission shall not be unreasonably withheld.

(m) Representations. As of the Closing Date, Seller shall make the following representations and warranties:

(1) As of the date first written above and to the best of Lessor/Seller's knowledge, there are no, nor has Lessor/Seller received by notice of violations of or deficiencies from the Environmental Protection Agency (or any similar state or local agency) applicable to the Premises.

(2) As of the date first written above and to the best of Lessor/Seller's knowledge, there is no current or threatened action, suit or proceeding pending against the Premises, or any portion thereof, or arising out of the condition, use or operation of the Premises, in any court or before any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality which affects the Premises or will prevent Lessor/Seller's performance of this Option. Should any liens or encumbrance of any type or nature, other than those caused by or under Lessee/Purchaser arise between the date of Lessee/Purchaser's approval of title to the Premises and date

of closing, then, in that event, Lessor/Seller does agree to cause the same to be either discharged of record by closing.

(n) Defaults and Remedies. In addition to any rights and remedies set forth in paragraph 18 of this Lease, in the event either party breaches any of the covenants, terms or conditions of this Purchase Option then they shall be entitled to seek any and all remedies available at law or in equity then available to them including, but not limited to specific performance of this Purchase Option.

5. **OPTION TO LEASE & PURCHASE ADDITIONAL LAND.**

(a) Option Granted. So long as Lessee is not in default under any provision of this Lease, Lessor hereby grants to Lessee an option (the "Lease Option"), exercisable by Lessee, in Lessee's sole and absolute discretion, to lease the land and water rights appurtenant thereto described in Exhibit "C" or any part thereof that is contiguous to the land described as set forth on Exhibit "A". Should Lessee elect to exercise its option for part, but not the whole, of the land set forth in Exhibit "C", Lessee must lease the property in one acre and one acre foot increments and locate the chosen land so as not to encircle the remainder of the land described in Exhibit "C" or interfere with immediate street access thereto. Should Lessee exercise its option, Lessee may purchase the additionally-leased land and water rights pursuant to paragraph 4.

(b) Subsequent Phases. Lessee may exercise its Lease Option in phases.

(c) Time, Construction & Activity Constraints.

(i) In no case shall Lessee have the right to exercise the Lease Option after January 1, 2021.

(ii) Lessee must commence construction of the greenhouse system, complete construction, and begin operations and employment according to the following schedule:

(1) Phase IA. Construction must commence on or before June 1, 2011. Phase IA is the greenhouse system on the Premises defined in Exhibit "A." Lessee must complete construction and begin operations by December 1, 2011. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.

(2) Phase IB. Construction must commence on or before January 1, 2012. Phase IB must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in Phase I for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by December 1, 2012. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.

- (3) Phase IIA. Construction must commence on or before June 1, 2013. Phase IIA must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by July 1, 2013. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.
- (4) Phase IIB. Construction must commence on or before September 1, 2013. Phase IIB must include at least five (5) but no more than eight (8) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by October 1, 2014. At completion of construction and thereafter, Lessee must continuously employ at least fifteen (15) full-time employees for the greenhouse unit(s) on this phase.
- (5) Phase IIIA. Construction must commence on or before December 1, 2016. Phase IIIA must include at least four (4) but no more than seven (7) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by December 1, 2017. At completion of construction and thereafter, Lessee must continuously employ at least twelve (12) full-time employees for the greenhouse unit(s) on this phase.
- (6) Phase IIIB. Construction must commence on or before November 1, 2018. Phase IIIB must include at least five (5) but no more than eight (8) additional acres that are contiguous to the land in any previous phase for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by March 1, 2019. At completion of construction and thereafter, Lessee must continuously employ at least thirty (30) full-time employees for the greenhouse unit(s) on this phase.
- (7) Phase IV. Construction must commence on or before January 1, 2021. Phase IV must include the remainder of the real property identified on Exhibit "C" for the construction of an additional greenhouse system. Lessee must complete construction and begin operations by July 1, 2021. At completion of construction and thereafter, Lessee must continuously employ at least thirty (30) full-time employees for the greenhouse unit(s) on this phase.

(d) Exercise Subject to Lease Agreement. By exercising this Lease Option, Lessee agrees that the Lease's provisions govern all of the Premises, including the additional land leased pursuant to this paragraph.

6. **RENT PAYMENTS.** Lessee shall pay to Lessor monthly installments of thirty-seven dollars (\$37) per acre for the land and thirty dollars (\$30) per acre foot for the water rights as rent for the Premises described in Exhibit "A", Exhibit "B" and Exhibit "C". Rent is due and payable in advance without notice or demand at Lessor's address or at any other place Lessor designates in writing. The first monthly rent installment shall be paid on July 1, 2011, and all subsequent monthly rent installments shall be due and payable on the 1st day of each succeeding month during the Term. Beginning on January 1, 2021, and then every five years thereafter, the rent payments shall be adjusted according to the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics, using the average Consumer Price Index for a given calendar year, but the adjustment may not exceed ten and forty-one hundredths percent (10.41%), which limits the increase to two percent (2%) per year for five (5) years compounded annually.

7. **PROPERTY INSURANCE.** Lessee shall keep any improvement which Lessee constructs on the Premises insured at its expense with property insurance in the full replacement cost thereof with the customary coverages and not less than the coverages required by Lessee's lenders, if any.

8. **INDEMNITY AND LIABILITY INSURANCE.** Lessee shall at all times indemnify, defend and hold Lessor harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any negligent or intentionally wrongful act or omission by or through Lessee, its agents, employees, invitees or any person on the Premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Lessee shall maintain, at all times during the Term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in Nevada and satisfactory to Lessor, properly protecting and indemnifying Lessor with single-limit coverage of not less than one million dollars (\$1,000,000) for injury to or death of persons and for property damage, adjusted every ten years based upon the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics, using the average Consumer Price Index for a given calendar year. Upon request, Lessee shall furnish Lessor with a certificate or certificates of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor as an additional insured.

9. **ASSIGNMENT.** This Lease is fully assignable by Lessee only with the written permission by Lessor/Seller to said assignment after a reasonable amount of time for Lessor to conduct due diligence on the assignee. Said permission shall not be unreasonably withheld.

10. **CONDITION OF PREMISES.** Lessee acknowledges that it has inspected the Premises and except as may be provided otherwise in this Lease, Lessee accepts the Premises in its present condition. Currently there are no buildings or improvements on the Premises (or if there are any, Lessor hereby consents to Lessee's removal thereof). It is Lessee's intent to construct buildings and improvements on the Premises for commercial purposes. At the end of the Term, except for damage caused by fire or other perils, Lessee, at its expense, shall, at Lessor's option, either: (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Lessee, and have removed all of

Lessee's property (including buildings and improvements placed on the Premises by Lessee), from the Premises; or (b) have removed from the Premises all of Lessee's personal property and have repaired any damage to the Premises, buildings and improvements caused by the removal of Lessee's personal property and leave the Premises, buildings and improvements, free of trash and debris.

11. **CONSTRUCTION, AND ALL MAINTENANCE AND REPAIR BY LESSEE.** At Lessee's sole cost and expense during the Term, Lessee may remove any buildings and improvements existing on the Premises at the date hereof and may construct any new buildings and improvements on the Premises. Furthermore, Lessee shall maintain and keep in good order, repair and condition the Premises and all buildings and improvements hereafter constructed thereon. Lessee shall police and keep the driveways, approaches, sidewalks, parking areas, and adjacent alleys that are a part of the Premises clean, orderly, sightly, and unobstructed.

12. **LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agent may enter at reasonable hours to inspect the Premises and to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises. Lessee or Lessee's agent may accompany Lessor or Lessor's agent on the Premises.

13. **IMPROVEMENTS, UTILITIES AND SERVICES.** Lessee shall be responsible for making all necessary improvements to the Premises, including but not limited to those improvements necessary for on-site utilities and access, and shall furnish and pay for all electricity, gas, water, fuel, trash removal, and any services or utilities used in or assessed against the Premises.

14. **LEGAL REQUIREMENTS.** Lessee agrees to comply with all Laws during the Term.

15. **TAXES, ZONING & NECESSARY IMPROVEMENTS.** Lessee is responsible for paying all taxes related to the Lease; Lessor makes no representations about the taxing scheme applied to the Premises by Nye County. Lessee is responsible for zoning issues related its intended use of the Premises; Lessor makes no representations about the zoning of the Premises. Lessee is responsible for making any necessary improvements to the Premises for its intended use, including on-site and off-site improvements and improvements necessary to obtain access.

16. **EMINENT DOMAIN.** Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Lessee's reasonable opinion, for Lessee's use, then the parties shall be entitled to their respective interests in the land from the proceeds of the condemnation award made to Lessor for taking of the land.

17. **WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein

contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

18. **DEFAULT AND REMEDIES.** If: (a) Lessee fails to comply with any term, provision, condition or covenant of this Lease for over ten (10) days following Lessor's written notice to Lessee thereof, except for failure to pay rent in which case no notice is required; (b) Lessee abandons, deserts or vacates the Premises; (c) any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; (e) Lessee makes an assignment for benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, then in any of such events, Lessee shall be in default and Lessor shall have the option to do any one or more of the following: upon ten (10) days prior written notice, except for failure to pay rent in which case no notice is required and in addition to and not in limitation of any other remedy permitted by law, to peacefully and lawfully enter upon the Premises either with or without process of law, and to expel, remove and put out Lessee or any other persons thereon, together with all personal property; and, Lessor may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Lessor, rents received by Lessor from such reletting shall be applied first to the payment of any indebtedness from Lessee to Lessor other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Lessee under this Lease, Lessee shall pay any such deficiency to Lessor and such deficiency shall be calculated and collected by Lessor monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Either Lessor or Lessee shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of the other party by injunction or otherwise, without such resulting or being deemed a termination of this Lease. If either party shall bring any action under this Lease, for the enforcement of any of its rights, then the losing party agrees in each and any such case to pay the prevailing party's reasonable attorney's fees.

19. **WATER RIGHTS.** Lessor makes no representations that the water rights appurtenant to the Premises and described in the exhibits to the Lease are either sufficient or

suitable for Lessee's intended use, but Lessor will actively participate in any proceeding before the State Engineer to assist in any necessary filings or proceedings if required.

20. **METERED WATER USE.** The water rights described in Exhibit "B" shall be delivered to Lessee from Lessor's existing well on Lessor's adjacent property. At Lessor's sole discretion, the water may be provided on a metered basis for purposes of determining the amount of water used by Lessee. Should Lessee use water in excess of its leased amount, Lessee shall be responsible to Lessor on January 1 and July 1 of each year for additional rent on a pro rata basis at the rate as set forth in paragraph 6. If Lessor provides water on a metered basis and Lessee uses less than its leased amount, Lessee shall be entitled to a pro rata reduction on January 1 and July 1 of each year at the rate as set forth in paragraph 6. Changes for water use will commence upon obtaining a certificate of occupancy for the first greenhouse.

21. **WAIVER.** The rights and remedies of the parties under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by either party of any breach or default of the other shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

22. **TOXIC OR HAZARDOUS MATERIALS.** Lessee shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises, except in compliance with applicable laws. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Lessee's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the date hereof. Lessee's obligations under this paragraph shall survive the termination of this Lease. If Lessee fails to comply with this paragraph, Lessee shall be in immediate default and Lessor shall have the option, without notice and without delay, to exercise its available remedies.

23. **REAL ESTATE COMMISSION.** Lessor and Lessee covenant and agree with one another that no brokers, finders or other persons were involved in procuring this Lease. Each party hereby indemnifies the other party from and against any claims for a broker's or finder's fee by, through or under such party.

24. **NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Lessee at the Premises, and to Lessor where rent is payable, or as either party may otherwise designate in writing to the other party.

25. **SUBORDINATION.** This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Upon receipt of a reasonable non-disturbance agreement from such lender acceptable in form to Lessee, Lessee shall execute and deliver all documents requested by any

mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease, or of Lessor's interest in the Premises, or the building in which the Premises are a part are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Lessee shall attorn to the purchaser or such mortgagee or other person and recognize the same as Lessor hereunder.

26. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto.

27. **GROWPONICS NEVADA, LLC IS A LIMITED-LIABILITY COMPANY IN GOOD STANDING.** Lessee represents and warrants that now and for the entire Term, Growponics Nevada, LLC is a limited-liability company duly formed, validly existing and in good standing under the laws of the State of Nevada, its jurisdiction of formation and organization and the only jurisdiction in which the nature of its business or character of its properties require such qualification.

28. **QUIET POSSESSION.** Lessor agrees, so long as Lessee fully complies with all of the terms, covenants and conditions herein contained on Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Lessor, its heirs, successors or assigns, but only during such party's ownership of the Premises. Lessor and Lessee further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

Title in the leasehold is subject to all exceptions, easements, and rights of way that exist as of the date first set forth above.

29. **BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

30. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

31. **ESTOPPEL CERTIFICATES.** Either Lessor or Lessee shall at any time upon not less than ten (10) days' prior written notice from the other, execute, acknowledge and deliver to the requesting party or to any lender of such party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of either party or specifying such defaults if any are claimed. Any such statement may be

conclusively relied upon by any prospective encumbrancer of the Premises or of the business of Lessee.

(a) IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names. Executed in _____ originals.

LESSOR:
TOWN OF PAHRUMP

LESSEE:
GROWPONICS NEVADA, LLC

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

STATE OF NEVADA)
) ss.
COUNTY OF NYE)

This instrument was acknowledged before me on _____,
2010, by _____ as _____,
TOWN OF PAHRUMP, an unincorporated town.

Notary Public

STATE OF NEVADA)
) ss
COUNTY OF NYE)

This instrument was acknowledged before me on _____,
2010, by _____, as _____,
GROWPONICS NEVADA, a limited liability corporation.

Notary Public

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED 7/8/2011	DATE OF DESIRED BOARD MEETING 7/26/2011
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Appoint Members to the Community Center Task Force and All Matters Properly Related Thereto.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached copies of the applications from those individuals who applied to become members of the Task Force: Mr. Andrew "Butch" Borasky, Ms. Cheryl Beeman, Mr. Michael A. Mack, Mr. Edgar Anderson, Mr. Kenneth Bent, Mr. Samuel L. Jones, Mr. Butch Clendenen, Billy Orum.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mrs. Parker, Pahrump Town Board

SPONSORED BY:

Mrs. Parker, Pahrump Town Board

Print Name

Vicky Parker

Signature

by SC

400 N. Hwy 160

Mailing Address

(775) 727-5107

Telephone Number

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

TASK FORCE Application

Applicant Name: Andrew Butch Borasky
 Home Address: 1640 E Manser Rd City: Pahrump Zip: 89048
 Mailing Address: SAME City: " Zip: "
 Home Phone: [REDACTED] Unlisted? Yes No Fax: NO
 Cell #: [REDACTED] Work #: [REDACTED]
 E-Mail Address: butch borasky@yahoo.com

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to the Bob Ruud Community Center Task Force:

Are you currently employed by a public entity? Yes No If yes, which entity? NYE COUNTY

I have attached my resume/letter of interest: Yes No

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Task Force to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Andrew Borasky 7-15-11
 Signature Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
 400 North Highway 160
 Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)

WORK HISTORY FOR BUTCH BORASKY:

My construction experience as a General Contractor began in 1980. In the years since, I have had various experiences in both construction and demolition. I am able to read blue prints and comprehend geo-technical reports on soils. Listed below is my previous construction-related experiences:

1996 – 2008 – I owned and operated A. Borasky Excavating, an excavating company in Pahrump, NV, performing site preparation for new buildings, septic systems, grading, surfacing and demolitions involving the removal of buildings, including the house that exploded on the north end of town around the year 2000, due to a propane explosion.

1980 – 1996 – I worked as a General Contractor in New York to perform excavating and new construction in the Sentinel Heights area of Syracuse, New York. In my capacity as a General Contractor, I was involved in the new construction of three homes, 100 garages, metal buildings and pole barns, the largest of which was an 80' x 120' indoor riding arena with stables and tack rooms. I was also involved in all new construction phases, including the underground electric, plumbing and parking lot for a commercial restaurant and medical facility.

I was the General Contractor in the demolition of various structures, which included a 50,000 sq. ft dairy barn as well as several smaller buildings.

1976 - 1980 – Warners, New York (and the surrounding Syracuse, New York area). Under my company, A. Borasky, I performed services in roofing, siding and remodeling.

BIO FOR BUTCH BORASKY:

Andrew "Butch" Borasky is in his second elected-term of a four- year position as a Nye County Nevada Commissioner. During his terms as an elected County Commissioner, Butch has served as Vice-Chairman for four years and is Chairman of the Nye County Licensing and Liquor Board, having held this post for the past four and one-half years.

Appointed by Governor Jim Gibbons to serve on the State Lands Use Planning Advisory Council Board, he held this position for the full term period of three years.

Butch has served two years on the Pahrump Regional Planning Commission prior to his election to the B.O.C.C. and has been the liaison to the Planning Commission for the past four and one-half years.

Commissioner Borasky is actively involved with the Community Outreach Program working on issues pertaining to the homeless and poverty-impacted citizens of Nye County.

Commissioner Borasky has also been active in the Pahrump Senior Center, the Veterans of Foreign Wars and the American Legion, lending his expertise to the goals of providing better service centers for these organizations. Commissioner Borasky is currently working with our newly formed Pahrump Valley Youth Activities Club, (formally Boys and Girls Club).

Butch is a current Moose Lodge member and also a former Rotarian and Elks Club member.

Commissioner Borasky is also currently serving on the L.E.O. Board of Workforce Connections.

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

TASK FORCE Application

Applicant Name: Cheryl Beeman

Home Address: 5922 W Altesco City: Pahrump Zip: 89061

Mailing Address: same City: _____ Zip: _____

Home Phone: _____ Unlisted? Yes ___ No ___ Fax: _____

Cell #: _____ Work #: _____

E-Mail Address: cbeeman@co.nye.nv.us

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to the Bob Ruud Community Center Task Force:

I have over 20 years of land use planning exp. ten years experience here in Nye County. I feel that I can lend assistance to the Task Force in the construction, design, planning, or demolition of the Bob Ruud Center project.

Are you currently employed by a public entity? Yes No ___ If yes, which entity? Nye County

I have attached my resume/letter of interest: Yes No ___

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Task Force to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Cheryl Beeman
Signature

7-13-11
Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)



Nye County
Nuclear Waste Repository Project Office
1210 E. Basin Rd. Ste. #6 · Pahrump, Nevada 89060
(775) 727-7727 · Fax (775) 727-7919

July 13, 2011

Town of Pahrump – Bob Ruud Task Force
Pahrump Town Manager
400 North Highway 160
Pahrump, NV 89060

To Whom It May Concern:

I would like to express my interest in being a participant in the Bob Ruud Community Center Task Force. I have worked in Pahrump and its surrounding communities for the past ten (10) years in the field of Regional Planning which may offer a unique perspective to this project and I feel that I can be an asset to the Task Force.

I have worked with various community boards and organizations such as Public Lands Day, Arbor Day, Earth Day and with other community organizations outside of Nevada such as Keep America Beautiful. .

Sincerely,

A handwritten signature in black ink that reads "Cheryl Beeman". The signature is fluid and cursive, with a long horizontal line extending from the end.

Cheryl Beeman
Nye County Community Planner

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Task Force *Application*

Name of Board: TASK FORCE

Applicant Name: MICHAEL A MACK

Home Address: 2620 E MT. CHARLESTON DR ^{EAST} City PAHRUMP Zip 89048

Mailing Address: PO BOX 6068 City PAHRUMP Zip 89041

Home Phone: [REDACTED] Unlisted? Yes ___ No ___ Cell Phone: [REDACTED]

Work Phone: [REDACTED] Fax: _____

E-Mail Address: MAMACK.SR@HOTMAIL.COM

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

I have attached my resume/letter of interest: Yes ___ No

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Michael Mack
Signature

6-17-11
Date

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Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: TASK FORCE or any needed board

Applicant Name: Edgar Anderson

Home Address: 2021 Nevada West #16 City Pahrump Zip 89048

Mailing Address: 2021 Nevada West #16 City Pahrump Zip 89048

Home Phone: _____ Unlisted? Yes ___ No ___ Cell Phone 

Work Phone: _____ Fax: _____

E-Mail Address: edgaranderson@msn

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board: DIRECTOR PAST TEN YEARS MAINTENANCE
Build, Repair, install and inspect. Supervisor of
staff and maintain budget monthly

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

I have attached my resume/letter of interest: Yes ___ No

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Edgar Anderson
Signature

06/10/11
Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump)

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Task Force Application *for Task Force*

Bob Rudd Comm.

Name of Board: _____

Applicant Name: Kenneth Bent

Home Address: 2720 E Basin City: Pahrump Zip: 89060

Mailing Address: Same City: — Zip: —

Home Phone: _____ Unlisted? Yes ___ No ___ Fax: _____

Cell #:  Work #: _____

E-Mail Address: kbent@pahrump.net

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

Class A Nevada Engineering Contractor

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

I have attached my resume/letter of interest: Yes ___ No ___ *On File*

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Kenneth Bent *5/16/11*
Signature Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Task Force Application *f/ Role Request Comm. Cmt. Task Force*

Name of Board: _____

Applicant Name: Samuel L. Jones

Home Address: 2021 W. M. Murray City Pahrump Zip 89060

Mailing Address: PO 5022 City Pahrump Zip 89041

Home Phone: [REDACTED] Unlisted? Yes No Cell Phone _____

Work Phone: None Fax: _____

E-Mail Address: None

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

Been in construction 35+ years

Are you currently employed by a public entity? Yes No If yes, which entity? _____

I have attached my resume/letter of interest: Yes No

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Samuel L. Jones
Signature

5-16-11
Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Task Force Application

Name of Board: Bob Rudd Community Center Task Force

Applicant Name: Butch Clendenen

Home Address: 2280 N. Kittyhawk City: Pahrump Zip: 89060

Mailing Address: same City: _____ Zip: _____

Home Phone: [REDACTED] Unlisted? Yes ___ No ___ Fax: _____

Cell #: same Work #: _____

E-Mail Address: ccbkr2@hotmail.com

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board: 30 years Construction background, 5 years as foreman, 15 years repair foreman 10 years background for local 18 Executive board, 7 years running off road racing club, working closely with the BLM

Are you currently employed by a public entity? Yes ___ No X If yes, which entity? _____

I have attached my resume/letter of interest: Yes ___ No X

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

[Signature] 5/13/11
Signature Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

**Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060**

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PLEASE READ BACK OF APPLICATION BEFORE COMPLETING
TASK FORCE
Town Advisory Board (TAB) Application

Name of Board: _____

Applicant Name: Billy H. Orum

Home Address: 149 Silver Peak Ave City Pahrump Zip 89048

Mailing Address: same City _____ Zip _____

Home Phone: [REDACTED] Unlisted? Yes ___ No ___ Cell Phone [REDACTED]

Work Phone: None Fax: _____

E-Mail Address: bho1958@hotmail.com

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

Are you currently employed by a public entity? Yes ___ No If yes, which entity? _____

I have attached my resume/letter of interest: Yes ___ No

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Billy H. Orum 4-15-11
Signature Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060

(This document becomes a public record once it has been received by the Town of Pahrump.)

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 7/5/2011	<u>DATE OF DESIRED BOARD MEETING</u> 5/10/2011
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to approve a second Federal Aviation Administration (FAA) Grant for the completion of Phase II of the Environmental Impact Statement (EIS) for the Proposed Pahrump Valley Airport in the amount of \$600,000.00 in which the Town's contribution is 5% or \$30,000.00.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached memo from the Town Manager and a copy of the Grant submitted to the Federal Aviation Administration.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: William A. Kohbarger, Town Manager

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: Tuesday, July 26, 2011**

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: Tuesday, July 19, 2011

RE: **Discussion and Possible Decision** to approve a second Federal Aviation Administration (FAA) Grant for the completion of Phase II of the Environmental Impact Statement (EIS) for the Proposed Pahrump Valley Airport in the amount of \$600,000.00 in which the Town's contribution is 5% or \$30,000.00. (For Possible Action)

1.) Background

On August 11, 2009 during a regularly scheduled Town Board meeting, the Town Board approved moving forward on the Environmental Impact Statement (EIS) process for the proposed Pahrump Valley Airport.

On July 13, 2010 the Town in-conjunction with the FAA and BLM interviewed three consultants for the EIS process. The following week, the FAA chose Landrum & Brown (L&B) to be the Town EIS Consultants.

During week of September 20, 2010, Town staff and L&B conducted negotiations pertaining to the L&B's Professional Rate Structure and Cost Estimate for Phase 1(a) of the EIS. Once the negotiation was concluded, the Town Manager authored a letter to the FAA.

In speaking with Mr. Pomeroy, the FAA approved the negotiated Rate Structure and Cost Estimate for Phase 1(a) of the EIS.

The next step in the process was approval by the Town Board at the September 28, 2010 Town Board meeting of the negotiated rate structure and Cost Estimates for Phase 1(a) of the EIS.

On September 28, 2010 the Town Board approved the L&B rate structure and Cost Estimates for Phase 1(a). Shortly thereafter L&B started on Phase 1(a) of the EIS process.

In March 2011, L&B informed the Town that they had obtained permission from the FAA to proceed with starting negotiations on Cost Estimate for Phase 1(b) since Phase 1(a) was close to completion.

From April 14th to 18th, 2011, the Town Manager and L&B negotiated the Cost Estimates for Phase 1(b). L&B submitted a \$71,800.00 Cost Estimate for Phase 1(b), while the Town submitted a \$64,843.00 Cost Estimate for Phase 1(b). After much discussion both sides agreed to a Final Cost Estimate for Phase 1(b) of \$65,980.00.

**MEMO
TOWN OF PAHRUMP
AGENDA ITEM UPDATE
MEETING DATE: Tuesday, July 26, 2011**

On April 18, 2011 the Town sent the negotiated Final Cost Estimate for Phase 1(b) to the FAA for Approval. The Town finally received the notice to proceed from the FAA (see attached letter from Dr. Novak) advising that they approved the negotiated Final Cost Estimate for Phase 1(b) even though they (the FAA) thought the Cost Estimate was reasonable but on the high side.

Again, the next step is for the Town Board to approve payment of Phase 1(b).

On May 10, 2011 the Town Board approved the L&B rate structure and Cost Estimates for Phase 1(b).

On June 28, 2011 the FAA advised the Town that if the Town would like to seek federal assistance to fund the next phase of the EIS work, the Town needs to submit Standard Form 424, Application for Federal Assistance. (See attached Form 424 along with the entire completed Grant application)

During the week of July 04, 2011 the Town Manager completed the Grant application as requested by the FAA. On Friday, July 08, 2011 the Grant paperwork was submitted to the FAA with the knowledge that the Town Board would be voting on this grant at their regularly scheduled Town Board meeting on July 26, 2011.

2.) Fiscal Impact

The fiscal impact to the Town of Pahrump of this commitment is 5% of the total cost. The Grant for Phase II is \$600,000.00. The Town's share equates to \$30,000.00. (Grant \$600,000.00 x .05% Town's Share = \$30,000.00). The funds for this expenditure will be provided from the Town's Economic Development Room Tax fund.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager respectfully recommends that the Town Board **approve FAA Grant for Phase II of the EIS in the amount of \$600,000.00 in which the Town's contribution is 5% or \$30,000.00** for the following reason(s):

1. The EIS process was approved by a previous Town Board.
2. The Town Board has already approved both EIS Phase 1(a) and Phase 1(b)
3. L&B have completed Phase 1(a) and have moved on to Phase 1(b).
4. Not approving this FAA Grant for Phase II would greatly place risk on project thus halting a project the Town has been working on for over ten years.
5. The Town portion of the cost is only 5%.

If you have any additional questions, I would be happy to answer them.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED July 11, 2011	Applicant Identifier
Preapplication <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Town of Pahrump Nevada		Organizational Unit:	
Organizational DUNS: 026097407		Department:	
Address: Street: 400 N. Hwy 160		Division:	
City: Pahrump		Name and telephone number of person to be contacted on matters involving this application (give area code)	
County: Nye		Prefix: Mr.	First Name: William
State: NV		Middle Name: A.	
Zip Code: 89060	Last Name: Kohbarger		
Country: USA		Suffix:	
		Email: bkohbarger@pahrupnv.org	

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 8 8 - 0 4 2 6 8 4 8		Phone number (give area code): 775-727-5107 ext 305	FAX number (give area code): 775-727-0345
--	--	---	---

8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): (See back of form for description of letters) <input type="checkbox"/> <input type="checkbox"/> Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) <input checked="" type="checkbox"/> D Other (specify):	
--	--	--	--

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 2 0 - 1 0 6 TITLE:		9. NAME OF FEDERAL AGENCY Federal Aviation Administration	
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): County of Nye and Town of Pahrump, Nevada		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Phase II of Environmental Impact Statement for New Pahrump Valley Airport:	

13. PROPOSED PROJECT Start Date: September 2011 Ending Date: September 2013		14. CONGRESSIONAL DISTRICTS OF a. Applicant: Second District of Nevada b. Project: Second District of Nevada	
---	--	--	--

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS	
a. Federal	\$ 600,000 .00	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	\$ 30,000 .00	DATE: August 2011	
c. State	\$.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local	\$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program income	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation <input checked="" type="checkbox"/> No	
g. TOTAL	\$ 630,000 .00		

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative		
Prefix Mr.	First Name William	Middle Name A.
Last Name Kohbarger		Suffix
b. Title Town Manager		c. Telephone number (give area code) 775-727-5107 ext 305
d. Signature of Authorized Representative		e. Date Signed July 11, 2011

INSTRUCTIONS FOR THE SF 424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item | Entry: | Item | Entry: |
|------|---|------|--|
| 1. | Select Type of Submission. | 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g. construction or real property projects), attach a map showing project location. For pre-applications, use a separate sheet to provide a summary description of this project. |
| 2. | Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable). | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 3. | State use only (if applicable) | 13. | Enter the proposed start date and end date of the project. |
| 4. | Enter Date Received by Federal Agency
Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank. | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 5. | Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail, and fax of the person to contact on matters related to this application. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 7. | Enter the appropriate letter in the space provided.
A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Inter-municipal
G. Special District
H. Independent School District
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify)
O. Not for Profit Organization | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 8. | Select type from the following list:
<ul style="list-style-type: none">• "New" means a new assistance award.• "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.• "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter:
A. Increase Award B. Decrease Award
C. Increase Duration D. Decrease Duration | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |

PART II

PROJECT APPROVAL INFORMATION

Item 1

Does this assistance request require State, local, regional, or other priority rating?

 Yes NoName of Governing Body
Priority**Item 2.**

Does this assistance request require State, local advisory, educational or health clearances?

 Yes NoName of Agency or Board
(Attach Documentation)**Item 3**

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

 Yes No

(Attach Comments)

Item 4

Does this assistance request require State, local, regional or other planning approval?

 Yes NoName of Approving Agency
Date**Item 5.**

Is the proposed project covered by an approved comprehensive plan?

 Yes NoCheck One: State
Local
Regional

Location of plan: Town of Pahrump Official File

Item 6.

Will the assistance requested serve a Federal installation?

 Yes NoName of Federal Installation
Federal Population benefiting from Project**Item 7**

Will the assistance requested be on Federal land or installation?

 Yes NoName of Federal Installation
Location of Federal Land
Percent of Project**Item 8**

Will the assistance requested have an impact or effect on the environment?

 Yes No

See instructions for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

 Yes NoNumber of:
Individuals
Families
Businesses
Farms**Item 10.**

Is there other related Federal assistance on this project previous, pending, or anticipated?

 Yes No

See instructions for additional information to be provided.

INSTRUCTIONS

PART II

Item 1. – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2. – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3. – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a pre-application, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4. – Furnish the name of the approving agency and the approval date.

Item 5. – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6. – Show the Federal population residing or working on the federal installation that will benefit from this project.

Item 7. – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8. – Briefly describe the possible beneficial and/or harmful impact on the environment because of the pro-posed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9. – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10. – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status, and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection.

Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP	20.106	\$600,000	\$30,000	\$	\$	\$630,000
2.						
3.						
4.						
5. TOTALS		\$600,000	\$30,000	\$	\$	\$630,000

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$30,000	\$	\$	\$	\$30,000
b. Fringe Benefits					
c. Travel	\$10,000				\$10,000
d. Equipment					
e. Supplies					
f. Contractual	\$590,000				\$590,000
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$630,000	\$	\$	\$	\$630,000
7. Program Income	\$	\$	\$	\$	\$

**INSTRUCTIONS
PART III
GENERAL INSTRUCTIONS**

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grant-or agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

SECTION B. BUDGET SUMMARY

Lines 1-4, Columns (a) and (b).

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions of activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs requires a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds that will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

SECTION B. BUDGET CATEGORIES

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6 a-h - Show the estimated amount for each direct cost budget (object class) category for each column with program, function or activity heading.

Line 6i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

Line 6k - Enter the total amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5.

For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Column (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

INSTRUCTIONS
PART III (CONTINUED)
SECTION C. SOURCE OF NON-FEDERAL RESOURCES

Line 8-11 - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, Office of Management and Budget Circular No. A-102.)

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, Office of Management and Budget Circular no. A-102).

Column (c) - Enter the State contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and inn-kind contributions to be made from all other sources.

Column (e) - Enter the totals of Columns (b), (c), and (d).
Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

SECTION D. FORECASTED CASH NEEDS

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

SECTION E. BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

Lines 16 - 19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). this Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles submit additional schedules if necessary.

Line 20 - Enter the total for each of the Columns (b) - (e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

SECTION F - OTHER BUDGET INFORMATION.

Line 21 - Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations required herein or any other comments deemed necessary.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Phase I Environmental Impact Statement

AIRPORT: New Pahrump Valley Airport

- 1. Objective: Continue EIS preparation with additional Affected Environment work including completion of field surveys for biology and archeology, and the Environmental Consequences section in part.**
- 2. Benefits Anticipated: The Grant will provide for completion of Phase II of the EIS including portions of the Affected Environment work and Environmental Consequences.**
- 3. Approach: *(See approved Scope of Work in final Application)* Phase II of the EIS will provide funding for field surveys for biology and archeology and investigations for the Affected Environment and Environmental Consequences in part. Additional effort beyond that covered by this grant is anticipated as necessary to complete the Environmental Consequences.**
- 4. Geographic Location: Town of Pahrump, Nevada**
- 5. If Applicable, Provide Additional Information: *(if applicable)* N/A**
- 6: Sponsor's Representative: *(incl. address & tel. no.)* William A. Kohbarger, Town Manager 400 N. Hwy 160 Pahrump, NV 89060 (775) 727-5107 ext 305.**

INSTRUCTIONS

PART IV PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for continuation or refunding and changes on an approved project should respond to item 5b only. Requests for supplemental assistance should respond to question 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social; financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OF BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, when applying for a grant to establish a neighborhood health center provide a description of who will occupy the facility, how the facility will be used, and how the facility will benefit the general public.

3. APPROACH.

- a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program, function or activity, provided in the budget. Cite factors which might accelerate or decelerate the work and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.
- b. Provide for each grant program, function or activity, quantitative monthly or quarterly projections of the accomplishments to be achieved in such terms as the number of jobs created; the number of people served; and the number of patients treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.
- c. Identify the kinds of data to be collected and maintained and discuss the criteria to be used to evaluate the results and successes of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in item 2 are being achieved.

- d. List each organization, cooperator, consultant, or other key individual who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. For research or demonstration assistance requests, present a biographical sketch of the program director with the following information; name, address, phone number, background, and other qualifying experience for the project. Also, list the name, training and background for other key personnel engaged in the project.
- b. Explain the reason for all request for supplemental assistance and justify the need for additional funding.
- c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress or milestones anticipated with a new funding request. If there have been significant changes in the project objectives, location approach, or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope of objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded, or if individual budget items have changed more than the prescribed limits contained in Attachment K to Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

- 1. General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power Plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti Kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11988 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget (OMB) Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. **Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall ensure that such arrangement also requires compliance therewith.
- g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which the project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for

access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and

schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon

which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a

single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit

report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or

benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such

land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program,

the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in Section 47102 of Title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - (1) Describes the requests;
 - (2) Provides an explanation as to why the requests could not be accommodated; and
 - (3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six (6) month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
AND PFC APPROVED PROJECTS**

Dated 3/21/2007

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

Number	Title
70/7460-1K *	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5070-6B	Airport Master Plans
150/5070-7	Airport System Planning Process
150/5200-28C	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30A and Changes 1 through 8	Airport Winter Safety and Operations
150/5200-33A	Hazardous Wildlife Attractants On or Near Airports
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7C	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10C	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems (AWOS) for NonFederal Applications
150/5220-17A and Change 1	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Devices Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5300-13 and Changes 1 through 11	Airport Design
150/5300-14 and Changes 1 through 2	Design of Aircraft Deicing Facilities
150/5300-16	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5B	Airport Drainage
150/5320-6D and Changes 1 through 4	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15 and Change 1	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Pavement Strength PCN
150/5340-1J	Standards for Airport Markings
150/5340-5B and Change1	Segmented Circle Airport Marker System
150/5340-18D	Standards for Airport Sign Systems
150/5340-30B	Design and Installation Details for Airport Visual Aids
150/5345-3E	Specification for L-821 Panels for Control to Airport Lighting

150/5345-5A	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26C	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	FAA Specification L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44G	Specification for Taxiway and Runway Signs
150/5345-45B	Low-Impact Resistant (LIR) Structures
150/5345-46C	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49B	Specification L-854, Radio Control Equipment
150/5345-50A	Specification for Portable Runway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-4A and Change 1	Specification for L-1884 Power and Control Unit for Land and Hold Short
150/5345-55	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56	Specifications for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12D	Airport Signing & Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10B	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6A	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases

The Following Additional Apply to AIP Projects Only

Dated: 3/21/2007

Number	Title
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1 through 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6B	Construction Progress and Inspection Report--Airport Grant Program
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Off-peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management System
150/5380-8	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

The Following Additional Apply to PFC Projects Only

Dated: 3/21/2007

Number	Title
150/5000-12	Announcement of Availability-- Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

STANDARD DOT TITLE VI ASSURANCES

Town of Pahrump, Nevada (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED July 12, 2011

Town of Pahrump Nevada
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Pahrump Valley General Aviation Airport

LOCATION: Town of Pahrump, Nye County, Nevada

AIP PROJECT NO.: TBD

STATEMENTS APPLICABLE TO THIS PROJECT

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Pahrump Valley General Aviation Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) _____, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked). This assistance is to develop an EIS for a new General Aviation Airport. All the factors above will be considered in the EIS.

BY: William A. Kohbarger **DATE:** July 11, 2011

TITLE: Town Manager

SPONSORING AGENCY: Town of Pahrump Nevada

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date July 11, 2011
Sponsor's Authorized Representative

Title Town Manager

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

(Continued)

Alternate I. (Grantees Other Than Individuals)

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

400 N. Hwy 160

Pahrump, NV 89060

Check if there are workplaces on file that are not identified here.

Signature of certifying official

Town Manager
Title

July 11, 2011
Date

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED
7/11/2011

DATE OF DESIRED BOARD MEETING
7/19/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and possible decision to establish timelines, process, and responsibility for conducting annual Town Manager performance evaluation per Pahrump Town Board Policy #11.1 to 11.4 for the purpose of determining T.M. pay & contract negotiations and All Matters Properly Related Thereto.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

Per Town Manager contract, Sec. 12 Pg. 5, an annual review is to be conducted by the elected Town Board members and completed annually by January 31.

Members will have tacit approval for access to department heads, information, and resources needed in order to perform their required due diligence.

See suggested previously utilized format "2009 Town Manager Performance Evaluation"

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Carolene Endersby

SPONSORED BY:

Carolene Endersby
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

TOWN OF PAHRUMP

Town Manager Performance Evaluation

INSTRUCTIONS: Please rate the Town Manager in each area of responsibility. Circle the number that expresses your overall rating for each area and then follow with a written comment. Try to be frank but constructive, keeping in mind the primary purpose of this process is to assist the Town Manager to improve his functioning for the staff, residents and Town Board, and to assist him in meeting Town Board expectations in future years. The "Questions for Thought" are only meant to assist you in focusing your thoughts. Do not feel obligated to respond to every question nor to confine your comments to them.

Please sign and date your evaluation at the bottom of the last page and return your completed form in a sealed envelope to Terry Bostwick in the Town Office. The Board Chairperson will have the responses summarized into a final Performance Report for Town Board consideration. The Town Board will attach all rating forms to the final report when it goes to the Town Manager and into his personnel file after approval. Beyond that they will be held in strict confidence.

RELATIONS WITH TOWN BOARD

	Above Expectations			Meets Expectations			Below Expectations		
1. WRITTEN COMMUNICATIONS	9	8	7	6	5	4	3	2	1
Effectiveness of letters, memoranda, meeting packet and other forms of written communication to the Town Board									

Questions for Thought: Is the Town Manager providing the Town Board with adequate information to make decisions? Does the Town Manager make recommendations on issues as often as you would like and in the manner you would like? Do the Town Manager /staff recommendations seem as thoroughly researched as they ought to be? Can you think of an issue where you were not comfortable with what you knew about the issue? How does the Town Manager do in reporting to Town Board on current plans, activities, and events of the Town?

COMMENTS

2. ORAL COMMUNICATIONS	9	8	7	6	5	4	3	2	1
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Facility for presenting technical data and other information in a clear, concise manner understandable to the Town Board and those present

Questions for Thought: Consider communications in various settings. Are the Town Manager's oral communications understandable and well received by different audiences such as the staff, Town Board, and one-to-one with residents?

COMMENTS

3. AVAILABILITY TO TOWN BOARD

9 8 7 6 5 4 3 2 1

How available is the Town Manager to the Town Board?

Questions for Thought: Are calls returned promptly? Are requested materials promptly produced?

COMMENTS

4. PUBLIC RELATIONS

9 8 7 6 5 4 3 2 1

Ability to present and handle oneself in a professional and courteous manner in dealings with the Town Board and the public

COMMENTS

ADMINISTRATION

5. POLICY FORMULATION

9 8 7 6 5 4 3 2 1

Ability to recognize problems, develop relevant facts and formulate alternative solutions for Town Board consideration

Questions for Thought: Is the Town Manager only approaching the job from a day-to-day standpoint or are his efforts directed toward broad Town objectives? Are there long-range Town goals you feel are not managed as well as they should be? Does the Town Manager utilize staff expertise in formulating alternative approaches for Town Board consideration?

COMMENTS

6. PLANNING

9 8 7 6 5 4 3 2 1

Ability to plan, organize and maintain a process of establishing goals, monitoring, and status reporting

Questions for Thought: Does the Town Manager do this to your satisfaction? Does the Town Manager have a "vision" for the Town? Is his knowledge and concern for the long-term goals of the Town reflected in his daily decisions and recommendations?

COMMENTS

7. LEADERSHIP

9 8 7 6 5 4 3 2 1

Ability to motivate others and to obtain optimum results through the efforts of others

Questions for Thought: Does the Town Manager make the most effective use of available talent to get the work done?

COMMENTS

8. PROBLEM SOLVING

9 8 7 6 5 4 3 2 1

Ability to resolve problems

Questions for Thought: Does the Town Manager successfully solve problems in difficult circumstances as well as normal circumstances?

COMMENTS

9. BUDGETING

9 8 7 6 5 4 3 2 1

Ability to present an annual budget with sufficient documentation in a comprehensive format and ability to administer the budget within approved limits

COMMENTS

10. STAFF RELATIONS 9 8 7 6 5 4 3 2 1

Proficiency in appointing, training, leading and supervising staff members

COMMENTS

11. RESIDENT INQUIRIES AND COMPLAINTS 9 8 7 6 5 4 3 2 1

Quality of the Town staff and the Town Manager 's responses to resident inquiries and complaints

Questions for Thought: How does the organization respond to residents' inquiries and complaints? Has the Town Manager organized and trained staff and implemented procedures so resident's needs are responded to quickly efficiently and courteously?

COMMENTS

EXTERNAL RELATIONSHIPS

12. COMMUNITY REPUTATION 9 8 7 6 5 4 3 2 1

Facility in establishing and maintaining a positive image of the Town

COMMENTS

13. INTERGOVERNMENTAL RELATIONS 9 8 7 6 5 4 3 2 1

Facility in maintaining a positive relationship with other governmental agencies

COMMENTS

OTHER

14. CAREER DEVELOPMENT

9 8 7 6 5 4 3 2 1

Town Manager 's actions to keep current and improve his own knowledge and skills

Questions for Thought: Has the Town Manager made constructive use of continuing education seminars or Conferences? Does the Town Manager strive to improve his value to the Town Board?

COMMENTS

PLEASE IDENTIFY AT LEAST THREE (3) OBJECTIVES YOU WOULD LIKE THE TOWN MANAGER TO ACCOMPLISH IN THE NEXT EVALUATION PERIOD

1.

2.

3.

Signature

Date



Town Manager Evaluation Form

Performance Standards

Outstanding performance
Exceeded expectations
Met expectations
Marginally met expectations
Does not meet expectations

	5	4	3	2	1	Examples
I. RELATIONS WITH THE TOWN BOARD						
A. Does the Town Manager maintain effective and open lines of communication with the Board as a body and with individual members?						
B. Is the Board kept apprised of all ongoing and current situations involving Town business?						
C. Does the Town Manager exercise sound judgment when advising Board?						
II. PLANNING	5	4	3	2	1	Examples
A. Does the Town Manager anticipate needs and recognize potential problems?						
B. Does the Town Manager propose effective solutions and provide alternatives to identified problems?						
C. In making decisions, does the Town Manager obtain the facts and consider the long-term implications?						
D. Does the Town Manager provide the Town Board with all information necessary to make decisions?						
E. Are the goals of the Town Board incorporated into plans for implementation?						
III. ORGANIZATION SKILLS	5	4	3	2	1	Examples
A. Does the Town Manager exhibit the ability to arrange work and efficiently apply resources?						
B. Does the Town Manager make decisions when sufficient information is available, and implement action when conditions are ripe for success?						
C. Does the Town Manager exhibit the ability to reach for effective and, when necessary, creative solutions?						
D. Does the Town Manager obtain the best possible end result for the money spent?						
E. Do the departments run smoothly, and is there adequate internal communication among staff, and between staff and the Town Manager?						



Town Manager Evaluation Form

Performance Standards

Outstanding performance
Exceeded expectations
Met expectations
Marginally met expectations
Does not meet expectations

	5	4	3	2	1	Examples
IV. BUDGET / FINANCE						
A. Does the Town Manager adequately and accurately report and project the financial condition of the Town in a timely manner?						
B. Are management practices and policies designed to maintain a sound long-range financial position?						
C. Are there short and long-term goals for asset management?						
D. Does the Town Manager suggest and pursue creative solutions to financial issues?						
V. COMMUNITY RELATIONS						
A. Does the Town Manager have a customer service orientation; is he approachable, available and responsive to the public?						
B. Does the Town Manager communicate openly, clearly and honestly with the public, recognizing their right and need to be well informed?						
C. Do each of the Departments reflect a "customer first" attitude?						
VI. PERSONNEL RELATIONS						
A. Does the Town Manager build and motivate a team?						
B. Does the Town manager earn the cooperation and respect of subordinates?						
C. Does the Town Manager encourage employees to update their skills and training?						
D. Does the Town Manager promote teamwork and cooperation among the Department Heads?						



Town Manager Evaluation Form

Performance Standards

Outstanding performance
 Exceeded expectations
 Met expectations
 Marginally met expectations
 Does not meet expectations

VI. PERSONNEL RELATIONS (continued)	5	4	3	2	1	Examples
E. Does the Town Manager recognize the value of excellence in employees, and use all reasonable efforts to ensure that the best available individuals are recruited, hired and continue to work for the Town?						
F. How do you rate the Town Manager's overall management style in dealing with employees?						
VII. MANAGEMENT SKILLS	5	4	3	2	1	Examples
A. Does the Town Manager have the ability to resolve conflicts inherent in a public agency?						
B. Is the Town Manager a good negotiator?						
C. Does the Town Manager listen to and understand the positions and circumstances of others, and communicate that understanding?						
D. Does the Town Manager handle stress well?						
E. Does the Town Manager exhibit resilience; i.e. maintains motivation and energy in spite of constant demands?						
F. Does the Town Manager follow through in a timely manner on commitments and requests?						
G. Is the Town Manager proactive in recognizing issues and initiating action?						
H. Does the Town Manager handle people well in difficult situations?						
I. Does the Town Manager clearly communicate expectations to contract organizations/personnel to implement Town goals and policies?						



Town Manager Evaluation Form

Performance Standards

Outstanding performance
 Exceeded expectations
 Met expectations
 Marginally met expectations
 Does not meet expectations

VIII. LEADERSHIP	5	4	3	2	1	Examples
A. Does the Town Manager inspire a shared vision and enlist staff and Town Board support?						
B. Does the Town Manager seek and pursue opportunities to improve the organization?						
C. Does the Town Manager enable others to act by creating an atmosphere of trust and collaboration?						
D. Does the Town Manager create standards of excellence and model behavior?						
E. Does the Town Manager conform to the high ethical standards of the profession?						
F. Does the Town Manager follow through in a timely manner on commitments and requests?						
X ADDITIONAL COMMENTS						

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
7/13/2011 7/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and possible decision to Approve the change of wording to the Town Board Policy, Section 6.3.3, to allow more latitude for the Vice-Chairman in assigning members to review the payment vouchers.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

Change wording of section 6.3.3 as described in the back-up.

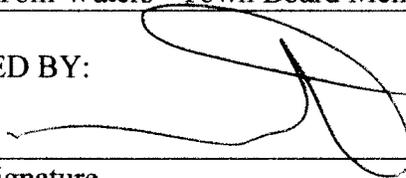
BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Dr. Tom Waters - Town Board Member

SPONSORED BY:

Dr. Tom Waters - Town Board Member

Print Name


Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107 ext.

Telephone Number

Back-Up for Change to Town Board Policy, Section 6.3.3.

The current policy is restrictive on the Vice-Chairman and does not allow for flexibility to ensure for the adequate review of the payment vouchers. This requested change would also allow for Town Board members to volunteer in order to gain proficiency in this area. It would also allow the Town Board an easier task of following its own policy. The policy should be, "If it ain't broke, don't fix it while allowing for 'tinkering' when necessary."

Section 6.3.3 currently reads, "The Vice-Chair shall oversee the appointment of two (2) Board Members to review vouchers prior to each regular Board meeting. The review assignment will be rotated among the Board Members every three (3) months."

To allow the Vice-Chairman flexibility in the voucher review assignment, I propose the following wording for Section 6.3.3.

Request it be changed to read, "The Vice-Chair shall oversee the appointment of two (2) Board Members to review vouchers prior to each regular Board meeting. The review assignment will be rotated every three (3) months among the Board Members who volunteer. At the end of March, June, September, and December, the Vice-Chair will ask if any other Board member would like to volunteer for assignment. This assignment can be renewed for the next three month period if no other volunteer requests the assignment. It should also be understood that any Town Board Member may review the payment vouchers whether assigned or not."

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED
7/11/2011

DATE OF DESIRED BOARD MEETING
7/19/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

The following question be place on the agenda of each individual Town Advisory Board at a regularly scheduled A.B. meeting with a report to be returned to the Town Board within a reasonable timeline but no longer than three months.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

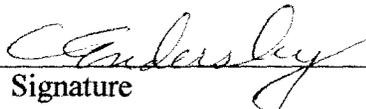
"If the Town of Pahrump were to consider the development of an event center, community center, and/or fairgrounds - where would such a center be best located; what are the pro's and con's of the recommended location, and any suggestions for the utilization of such a development?"

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Carolene Endersby

SPONSORED BY:

Carolene Endersby
Print Name


Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext.
Telephone Number

Town Owned Property

1.	4.1 Acres	29-252-01	5321 N. Sean St (Between Megan, Annie and Sean)
2.	4.4 Acres	29-241-01	5741 N. Tecopa St. (Between Polara, Spring Mr. Vista and Tecopa)
3.	5 Acres	36-431-01,02,07,08	Way Off Broadway (just off Hwy. 372 and west of Woodchips)
4.	1.5 Acres	35-271-32	771 Panorama (TV tower behind PEC RV Park)
5.	34.27 Acres	35-121-15	- 150 N. Hwy. 160; Community Center, Arena, and Petrack Park - 270 N. Hwy. 160; Town Annex - 280 N. Hwy. 160; Pool - 300/350 N. Hwy. 160; Pahrump Valley Fire Rescue Services - 400 N. Hwy. 160; Town Office - 470 N. Hwy. 160; Shop
6.	8.7 Acres	29-696-01	Simkins Park (Simkins & Point Drive)
7.	2.3 Acres	28-248-01	3030 W. Bell Vista (Fire Station #2)
8.	20+ Acres	38-561-03	1600 Honeysuckle St; Ian Deutch Memorial Park (Between Dandelion and PV Blvd.)
9.	5 Acres	29-782-05	2300 N. David; Blosser Park (Corner of David & Greta)
10.	80 Acres	45-191-15,16	3650 E. Kellogg Rd; Fire Station #3
11.	17.4 Acres	38-271-16	751 S. East St; Cemetery
12.	30 Acres	27-361-07	3681 E. Avenue of the Stars
13.	400+ Acres	27-741-01	Fairgrounds
14.	2.5 Acres	36-502-06	3591 S. Jayco Street
15.	20 Acres	27-261-13	811 E. Jent Road
16.	3.3 Acres	29-301-05	461 E. Harris Farm Road; Fire Station #5
17.	40 Acres	27-211-25	630 E. Parque Ave.
18.	10 Acres	27-091-19	310 E. Gopher Street

17.04.402 TC - TOWN CENTER

A. Scope. The following regulations shall apply to the TC Town Center Zone. No new building or structure shall be erected, or parcel developed in the TC Town Center Zone unless in conformance with the provisions identified herein.

B. Purpose. The TC Zone is intended to develop and function as the heart of the Pahrump Regional Planning District, where residents and visitors converge in a pedestrian-oriented environment to shop, conduct business, socialize, and recreate. Development within the Town Center is encouraged to include a variety of commercial, retail, institutional, multi-family residential, live/work units, and mixed use projects. Retail and commercial developments should be designed with a neighborhood commercial character in mind, where the floor area occupied by any one use, or combined floor area of principal and accessory uses, is not more than seventy-five (75,000) square feet in floor area.

Properties shall only be rezoned to the TC Town Center Zone if they are contiguous to properties already zoned TC. All rezone applications must be accompanied by a site development plan.

C. Height, Lot and Setback Requirements

Minimum Lot Size	3,200 ft ²
Minimum Lot Width	30'
Minimum Depth	80'
Maximum Building Height	35'*

*Certain architectural elements and features, including but not limited to, roof variations, towers, spires, cupolas, etc., may exceed the maximum building height by 15% if such features are determined to be consistent with the Town Center Design Guidelines by the Zoning Administrator.

Minimum Building Setbacks				
Use	Front	Side	Rear	Street Side
Principal Structure and Accessory Structures	0'	0'*	25'	0'***

* 20 feet when residential projects are adjacent to non-residential uses.

** Except that the building may not encroach into the clear sight triangle.

D. Permissive Uses.

Adult day care facilities

Banks

Barber and beauty shops

Bed and breakfast inns

Childcare facilities, provided such uses comply with the requirements set forth in Article V of this Chapter

Churches, temples, mosques and related facilities and accessory uses

Clinics, medical or dental

Dance clubs (excluding adult entertainment)

Dog grooming

Dry cleaning laundry, clothes pressing, pick up and drop off

Fitness centers, gyms

General commercial services, including computer repair shops, locksmith shops, plumbing shops, hardware supply stores, etc.

Liquor sales establishments (Class I, II, and III)

Live/work units

Offices and professional services

Outdoor vendors

Pharmacies

Plant nurseries, including outdoor sales

Public amenities, including town squares, plazas, promenades, parks, and other public gathering places

Public, quasi-public and institutional structures, facilities, and uses

Recreational uses, such as bowling alleys, arcades, skating rinks, etc.

Restaurants, cafes, and sandwich shops, not including drive-thru. Alcoholic drink may be sold under a license for sale of beer, wine and spirits

Retail sales, such as clothing stores, jewelry shops, office supplies, floral shops, candy stores, video rentals, etc.

Social halls, lodges, fraternal organizations and clubs, and banquet halls

Supermarkets, grocery stores

Theaters, but not including drive-ins

Accessory uses that are ancillary to the primary use

- E. Uses Subject to a Conditional Use Permit. The following are subject to a conditional use permit as provided for in Article V and VIII of this Chapter:

Convalescent or nursing homes

Gaming establishments

Hotels/motels/resorts

Mixed use developments - vertically or horizontally integrated (e.g. office located above retail or residential located above retail)

Multi-family residences

Outdoor displays

Parking lots/structures

Public or private schools

Restaurants, drive-thru

- F. Uses Not Listed as Permissive or Conditional. In those instances where a requested use is not listed above, the Zoning Administrator may determine whether the requested use meets the purpose and intent of the district, and is similar to other uses allowed in the district, as permitted uses, special uses, or accessory uses. In those instances where the applicant disagrees with the Administrator's determination, the applicant may appeal the decision to the Planning Commission.

- G. General Development Standards. Future development shall consist of a high aesthetic quality that is appropriate for a Town Center.

1. Buildings fronting on two streets shall provide equal architectural articulation along each side, as well as provide an enhanced corner treatment.
2. Loading areas shall be located to the rear portion of the property, or away from residential uses and high-traffic pedestrian areas.
3. Walls and opaque fencing shall screen all storage, service, and refuse areas from view, and shall be integrated into the design of the building.
4. Roof-mounted equipment shall be screened from public view by roof forms, and painted the color of the roof.
5. Development shall adhere to the Town Center Design Guidelines in order to ensure compatible and harmonious projects within the TC Zone.

6. All uses, unless otherwise authorized by the Planning Commission through a Conditional Use Permit, shall be conducted entirely within an enclosed building except for outdoor vendors.
- H. **Landscaping.** In addition to the landscape requirements in Article VI of this Chapter, the following shall apply:
1. Landscaping shall serve to buffer and screen public views of parking, loading, trash areas, drive-thru facilities, and service yards.
 2. Areas not occupied by buildings, parking areas, or walkways shall be permanently landscaped with a combination of live vegetation, ground cover, and decorative hardscape.
 3. Landscaping shall consist of drought-tolerant vegetation and shall incorporate permanent, automatic low water-consuming irrigation facilities, such as drip irrigation fixtures.
 4. Landscaping shall be utilized to buffer adjacent residential uses from commercial uses.
- I. **Parking.** In addition to the parking requirements in Article VI of this Chapter, the following shall apply:
1. Parking lot landscaping shall provide adequate shading and canopy cover, achieved by a minimum of one tree for every eight parking stalls, which should be distributed equally throughout the parking lot.
 2. Parking areas adjacent to residential property shall be adequately screened with six-foot high landscaping and/or a wall or fence, or other method to prevent automobile headlights from shining into residential areas.
 3. In accordance with the Town Center Design Guidelines, decorative paving is permitted as an alternative to asphalt and concrete paving.
- J. **Signage.** In addition to the signage requirements in Article VI of this Chapter, the following shall apply; where a conflict occurs, the Town Center Zone shall prevail:
1. **Wall Signs:** Wall signs may be permitted subject to the following:
 - a. **Multi-tenant center:** Each commercial and office business shall be entitled to one sign per street frontage or along a common-use parking lot with no direct street frontage. Wall signs may occupy up to 10% of the building or wall, based on the lease area of each tenant, and must be placed over the respective tenant's space.
 - b. **Individual buildings:** Individual commercial or office buildings are permitted a total of two signs, but not more than one per each side of the building. Wall signs may occupy up to 10% of the wall face on which the sign is located.
 - c. Wall signs shall not extend above the cornice of the building unless it is incorporated as an integral part of the architecture of the building and approved by the Planning Department.

2. **Freestanding Signs:** Freestanding on-premise signs may be permitted subject to the following:
 - a. **Multi-tenant center:** Multi-tenant buildings or multiple-building shopping centers or office complexes shall be entitled to one freestanding complex identification sign per street frontage. The maximum sign area shall be calculated at .25 square feet per lineal foot of frontage, up to a maximum of 50 square feet per sign.
 - b. **Individual buildings:** Properties with one commercial or office building shall be permitted one freestanding sign, not to exceed 50 square feet, provided that the building has a minimum of 100 feet of street frontage.
 3. **Projecting Signs:** Projecting signs oriented toward pedestrians are encouraged. Hanging, blade, and projecting signs are not included in sign area calculation, provided the projecting sign does not exceed four square feet in size. Projecting signs must maintain an eight-foot clearance from the base elevation.
 4. **Awnings:** Where incorporated into the design of the building to provide building ornamentation and shade, businesses may utilize a maximum of 25% of the awning panel for signage.
 5. **Informational signs:** Signs designed and oriented to direct pedestrian traffic are permitted for multi-tenant centers or complexes. Businesses are permitted one sign per entrance to the building or complex at a maximum of 18 square feet.
 6. Two restaurant menu boards, mounted on a wall or window, are permitted in order to display the menu and/or daily specials.
 7. Businesses maintained exclusively on the second floor of a two-story building may be allowed up to 50% of the sign area authorized for businesses conducted in single-story buildings.
 8. Off-premise signs and billboards are prohibited.
 9. Multi-tenant centers shall coordinate all signage to ensure that there is a unified appearance for all wall and freestanding signs.
- K. **Outdoor Display.** Outdoor displays shall comply with the following:
1. Outdoor display of merchandise must be related to the permitted use;
 2. Sidewalk/parking lot sales shall be limited to four days at a time, up to 12 times per year;
 3. Remain outside of the public right-of-way;
 4. Allow adequate ingress and egress to the building; and
 5. Fit compatibly with the building and surrounding properties.
- L. **Outdoor Vendors.** Outdoor vendors shall comply with the following:
1. Obtain required permits from all County Departments;

2. Obtain property owner approval prior to locating on the property;
3. Remain mobile at all times. No permanent structures are permitted;
4. A certificate of insurance is required of all vendors;
5. Vending areas shall not occupy more than 40 square feet;
6. Vendors shall not operate between the hours of 9 p.m. and 8 a.m.;
7. Allow for free and safe passage of pedestrians and automobiles;
8. Vendors shall not create unreasonable noises in order to attract attention to the stand or merchandise; and
9. Vendors shall provide adequate trash receptacles in order to accommodate any trash or refuse generated by such vending. (Ord. 338, 2007)

17.04.500 R - RESERVE

- A. Purpose. The purpose of the Reserve Zones is to provide a zone district category for large parcels of land in transition from public land designation to private ownership. All land use decisions shall follow those recommended on the Pahrump Regional Planning District Land Use Map and Master Plan. The General Regulations of the Open Use District apply to the Reserve District.

- B. Scope. This zone shall apply only to Federal, State, County, Town, Native American and other publicly owned lands. It is intended that these lands remain as a reserve until such time they are released to the private sector, more intense development is appropriate and the Pahrump water basin has been balanced.
 - 1. Permissive Uses. Following uses are permissive within the R district:
 - a. Any permissive use in the Open Use district provided that the development occurs on a parcel not less than 40 acres (net) in size. 40 acre parcels can be further subdivided only on approval of a zone change and applicable site plan and lot division by the RPC and BOCC.

 - b. All other uses are prohibited unless an application is filed for a Zone Map Amendment.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

<u>DATE AGENDA ITEM SUBMITTED</u> 7/11/2011	<u>DATE OF DESIRED BOARD MEETING</u> 7/26/2011
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve either placing Public Comment at the beginning of the meeting before any items on which action may be taken and again before adjournment or after each action item pursuant to the Open Meeting Law change AB 257 – NRS 241.020(2)(c)(3).

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached a copy of AB 257 - NRS 241.020(2)(c)(3).

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: William A. Kohbarger, Town Manager

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

Assembly Bill No. 257–Assemblymen Ellison, Goicoechea;
Hickey, Livermore and Segerblom

Joint Sponsors: Senators Brower, Gustavson,
Halseth, Hardy and Rhoads

CHAPTER.....

AN ACT relating to the Open Meeting Law; revising provisions governing periods devoted to public comment; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

The Open Meeting Law requires that meetings of public bodies be open to the public, with limited exceptions. Under the Open Meeting Law, a public body is required to provide written notice of all such meetings, which must include an agenda with a period devoted to comments by the general public and discussion of those comments. However, a public body is prohibited from taking action upon a matter that is raised during such a period for public comment until the matter has been specifically included on an agenda and is denoted to be an item upon which the public body may take action. (NRS 241.020) This bill requires the public body, at a minimum, to provide periods devoted to public comment and discussion of any public comments as follows: (1) one period at the beginning of the meeting before any items on which action may be taken are heard by the public body and one period before the adjournment of the meeting; or (2) a period after each item on the agenda on which action may be taken is discussed by the public body, but before the public body takes action on the item.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 241.020 is hereby amended to read as follows:
241.020 1. Except as otherwise provided by specific statute, all meetings of public bodies must be open and public, and all persons must be permitted to attend any meeting of these public bodies. A meeting that is closed pursuant to a specific statute may only be closed to the extent specified in the statute allowing the meeting to be closed. All other portions of the meeting must be open and public, and the public body must comply with all other provisions of this chapter to the extent not specifically precluded by the specific statute. Public officers and employees responsible for these meetings shall make reasonable efforts to assist and accommodate persons with physical disabilities desiring to attend.
2. Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting. The notice must include:



- (a) The time, place and location of the meeting.
- (b) A list of the locations where the notice has been posted.
- (c) An agenda consisting of:
 - (1) A clear and complete statement of the topics scheduled to be considered during the meeting.
 - (2) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items.
 - (3) ~~[A period]~~ *Periods* devoted to comments by the general public, if any, and discussion of those comments. *Comments by the general public must be taken:*

(I) At the beginning of the meeting before any items on which action may be taken are heard by the public body and again before the adjournment of the meeting; or

(II) After each item on the agenda on which action may be taken is discussed by the public body, but before the public body takes action on the item.

↳ The provisions of this subparagraph do not prohibit a public body from taking comments by the general public in addition to what is required pursuant to sub-subparagraph (I) or (II). Regardless of whether a public body takes comments from the general public pursuant to sub-subparagraph (I) or (II), the public body must allow the general public to comment on any matter that is not specifically included on the agenda as an action item at some time before adjournment of the meeting. No action may be taken upon a matter raised ~~[under this item of the agenda]~~ *during a period devoted to comments by the general public* until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to subparagraph (2).

(4) If any portion of the meeting will be closed to consider the character, alleged misconduct or professional competence of a person, the name of the person whose character, alleged misconduct or professional competence will be considered.

(5) If, during any portion of the meeting, the public body will consider whether to take administrative action against a person, the name of the person against whom administrative action may be taken.

3. Minimum public notice is:

(a) Posting a copy of the notice at the principal office of the public body or, if there is no principal office, at the building in which the meeting is to be held, and at not less than three other separate, prominent places within the jurisdiction of the public body



not later than 9 a.m. of the third working day before the meeting;
and

(b) Providing a copy of the notice to any person who has requested notice of the meetings of the public body. A request for notice lapses 6 months after it is made. The public body shall inform the requester of this fact by enclosure with, notation upon or text included within the first notice sent. The notice must be:

(1) Delivered to the postal service used by the public body not later than 9 a.m. of the third working day before the meeting for transmittal to the requester by regular mail; or

(2) If feasible for the public body and the requester has agreed to receive the public notice by electronic mail, transmitted to the requester by electronic mail sent not later than 9 a.m. of the third working day before the meeting.

4. If a public body maintains a website on the Internet or its successor, the public body shall post notice of each of its meetings on its website unless the public body is unable to do so because of technical problems relating to the operation or maintenance of its website. Notice posted pursuant to this subsection is supplemental to and is not a substitute for the minimum public notice required pursuant to subsection 3. The inability of a public body to post notice of a meeting pursuant to this subsection as a result of technical problems with its website shall not be deemed to be a violation of the provisions of this chapter.

5. Upon any request, a public body shall provide, at no charge, at least one copy of:

(a) An agenda for a public meeting;

(b) A proposed ordinance or regulation which will be discussed at the public meeting; and

(c) Subject to the provisions of subsection 6, any other supporting material provided to the members of the public body for an item on the agenda, except materials:

(1) Submitted to the public body pursuant to a nondisclosure or confidentiality agreement which relates to proprietary information;

(2) Pertaining to the closed portion of such a meeting of the public body; or

(3) Declared confidential by law, unless otherwise agreed to by each person whose interest is being protected under the order of confidentiality.

➔ The public body shall make at least one copy of the documents described in paragraphs (a), (b) and (c) available to the public at the meeting to which the documents pertain. As used in this



subsection, “proprietary information” has the meaning ascribed to it in NRS 332.025.

6. A copy of supporting material required to be provided upon request pursuant to paragraph (c) of subsection 5 must be:

(a) If the supporting material is provided to the members of the public body before the meeting, made available to the requester at the time the material is provided to the members of the public body; or

(b) If the supporting material is provided to the members of the public body at the meeting, made available at the meeting to the requester at the same time the material is provided to the members of the public body.

↳ If the requester has agreed to receive the information and material set forth in subsection 5 by electronic mail, the public body shall, if feasible, provide the information and material by electronic mail.

7. A public body may provide the public notice, information and material required by this section by electronic mail. If a public body makes such notice, information and material available by electronic mail, the public body shall inquire of a person who requests the notice, information or material if the person will accept receipt by electronic mail. The inability of a public body, as a result of technical problems with its electronic mail system, to provide a public notice, information or material required by this section to a person who has agreed to receive such notice, information or material by electronic mail shall not be deemed to be a violation of the provisions of this chapter.

8. As used in this section, “emergency” means an unforeseen circumstance which requires immediate action and includes, but is not limited to:

(a) Disasters caused by fire, flood, earthquake or other natural causes; or

(b) Any impairment of the health and safety of the public.

Sec. 2. This act becomes effective on July 1, 2011.



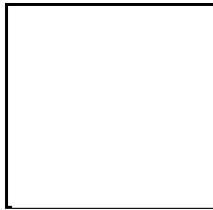
From: Bret F. Meich [<mailto:bmeich@ArmstrongTeasdale.com>]
Sent: Friday, July 15, 2011 12:25 PM
To: William Kohbarger
Subject: Retreat

Bill,

Some quick research on my part. Same a regular meeting. Record minutes. Agenda with items to be discussed. So, make it a long, sweeping agenda.

Here's the only thing in the OML Manual from the AG:

Agendas for retreats should identify the event as a retreat, give the objectives to be accomplished, and include the specific topics for discussion scheduled by retreat organizers.



Armstrong Teasdale LLP

Bret F. Meich

50 West Liberty, Suite 950, Reno, Nevada 89501

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bmeich@armstrongteasdale.com

www.armstrongteasdale.com

- j. Generic agenda items such as “President’s Report,” “Committee Reports,” “New Business,” and “Old Business” do not provide a clear and complete statement of the topics scheduled to be considered. Such items should not be listed as action items as they do not adequately describe items upon which action is to be taken. *See* OMLO 99-03 (January 11, 1999).
- k. Agendas for retreats should identify the event as a retreat, give the objectives to be accomplished, and include the specific topics for discussion scheduled by retreat organizers. *See* OMLO 99-02 (January 15, 1999). *See* § 6.02 for items that may be included in the agenda if not covered in the notice for the meeting.

Additionally, based on some of the complaints received by the Office of the Attorney General, the following suggestions are offered:

- a. Public bodies should not “approve” or take action on administrative reports by staff unless the agenda clearly denotes the report as an action item and specifically sets out the matter to be acted on within the report.
- b. Generic items such as “reports” or “general comments by board members” invite trouble because discussions spawned under them may be of great public interest and may lead to deliberations or actions without the benefit of public scrutiny or input. Generic items should be used sparingly and carefully, and actual discussions should be tightly controlled. Matters of public interest should be rescheduled for further discussion at later meetings.
- c. Agenda descriptions for resolutions, ordinances, regulations, statutes, rules or other such items to be considered by public bodies should describe what the statute, ordinance, regulation, resolution, or rule relates to so that the public may determine if it is a subject in which they have an interest. *See* OMLO 99-01 (January 5, 1999); OMLO 99-03 (January 11, 1999).

§ 7.03 Stick to the agenda

As discussed in §7.02, *supra*, *Sandoval v. Board of Regents*, 119 Nev. 148, 67 P.3d 902 (2003) provided an analysis of a public body’s failure to keep to its agenda. The Supreme Court stated that the agenda statement was “clear and complete” under NRS 241.020(2)(c)(1), and, in the abstract, the Committee could have discussed the investigative report. However, the Court held, “[T]he plain language of NRS 241.020(2)(c)(1) requires that the discussion as a public meeting cannot exceed the scope of a clearly and completely stated agenda topic.” *Id.* at 154, 905. Here, the Committee

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.**

July 12, 2011

MINUTES

PRESENT:

Town Board:

Mike Darby
Vicky Parker
Carolene Endersby
Dr. Tom Waters
Harley Kulkin

Staff:

Bill Kohbarger, Town Manager
Seaton J. Curran, Attorney
Scott Lewis, Chief
Michael Sullivan, Finance Director
Matt Luis, Building & Grounds Manager
Samantha Carns, Executive Assistant

1. Call to Order, Moment of Silence, and Pledge of Allegiance.

Mike Darby called the meeting to order.

Tom Waters led in the Moment of Silence and Pledge of Allegiance.

2. Discussion and Possible Decision regarding Moving the Order of or Deleting an Agenda Item(s).

There were no requests for the moving or deletion of agenda items.

3. Presentation by Eileen Christensen, President of BEC Environmental, Inc. as to the Status of the Bob Ruud Community Center.

Mr. Darby recognized and welcomed Ms. Christensen and Ms. Carter.

Ms. Carter began by detailing the process of the analysis. She followed by giving information and figures gathered within the report which was done under the Brownfield's Program.

Mr. Kulkin asked if the first option provided showed the minimum cost in order for the community center building occupied.

Ms. Carter replied that it was in fact the minimum cost for occupation.

Mrs. Endersby asked as to the lack of a preliminary title report.

Ms. Carter said it was not in the scope of something they would do but more of an issue for a title company to handle.

Mrs. Endersby asked staff and/or legal to please get a preliminary title report.

Mrs. Endersby asked how the lack of building records from the initial building process of the community center would affect alternative numbers one (1) and two (2) concerning present day building codes.

Ms. Carter stated building codes would usually only impact a major renovation. She suggested working more closely with Building and Safety as they would be able to answer that and any related questions.

Mrs. Endersby thanked Ms. Carter for being thorough.

Dr. Waters stated he had seen nothing in the report pertaining to the floor after hearing there were many issues.

Ms. Carter said it was not within the scope of the analysis to report on separate floor issues however areas of the floor with asbestos were noted.

Dr. Waters said it appeared as though options one (1) and two (2) would not include any upgrades or updated features such as eco-efficient windows. He asked if options three (3) and four (4) would have to comply with current ADA regulations.

Ms. Carter responded everything would have to comply with current ADA regulations and that he was correct that options one (1) and two (2) would not include any upgrades.

Mr. Darby thanked Ms. Carter for her information and time.

He then noted the report was available for view by members of the public online, by requesting e-mail receipt, or by purchase of regular copy fees.

4. Announcements

Announcements were read by Mrs. Endersby.

Rodney Camacho announced Pahrump Valley Youth Activities had been doing well with over 100 youth signed up and an average of over 60 in regular attendance. On behalf of the program and the kids involved he thanked Pahrump valley Fire Rescue Service and the Sherriff's Auxiliary.

Butch Borasky also spoke for the Pahrump Valley Youth Activities thanking all members of the Board who had helped make the Group a reality. He said they were trying to keep it funded through volunteer donations only without government fund assistance. He added their goal was to have a year round program in three locations.

Commissioner Borasky spoke for the Community Outreach Group subcommittee for the Community Homeless and the Working Poor asking commitment from the Town to address the homeless and the working poor.

Butch Harper spoke of the Smiles Across Pahrump event and donations which the event had received to help the children of the community and success of the event. He said he'd like to send a positive message that Pahrump was open to the children of Amargosa by inviting them to attend the Smiles Across Pahrump event.

Richard Fenton spoke of the Nye County Outreach Committee saying two subcommittees would meet the following day at the Community Outreach Center from 10:30am. He added they needed input with fresh ideas and therefore invited the public as well as Board members to attend the meeting.

5. Public Comment:

Public comment was heard.

6. Advisory Board Reports from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards.

Mrs. Parker stated a group of citizens who were heavily involved in tourism had met twice and asked the Town to prioritize the room tax money with their number one request being a tourism website. She added the group had gone before the Tourism Advisory Board and brought specifications they had worked upon for this website. As a result, an item would be on the next agenda from the Tourism Board requesting an RFP for a tourism website.

Mrs. Endersby stated the Youth Advisory Board had completed a series of workshops and thanked those who had presented to them. She said they would have a post-workshop meeting on August 20th and their first official meeting on September 7th. Speaking about the Incorporation Advisory Board, Mrs. Endersby said they were working on developing a charter to present to the Town Board and financial implications on whether it was suggested to become incorporated or stay unincorporated.

Mrs. Endersby said the Nevada League of Cities and Municipalities would be meeting on July 24th if the Town could at some point get a report and find out Town representation there.

Dr. Waters encouraged more citizens to attend advisory board meetings.

Mr. Kohbarger said staff had recently sent a letter to all advisory board members who had been on a Board for two years or more and needed re-appointment by the Town Board.

John Pawlak spoke as the Vice-Chair of the Nuclear Waste and Environment Advisory Board and commented that the Alternatives Feasibility Analysis on the Bob Ruud Community Center would be made available at the community library.

7. Discussion and Possible Decision on Approval to nominate Mr. Butch Harper for the “Governor’s Point of Light Award” and All Matters Properly Related Thereto.

Dr. Waters spoke about the Governor’s Point of Light Award as well as the amazing volunteerism of Butch Harper and his selfless efforts for children across the Country.

Dr. Waters motioned to approve.
Mrs. Parker seconded.

Mrs. Parker stated it was not just children Mr. Harper had helped but also seniors in the Evergreen Center around the holidays.

Mr. Kulkin stated Mr. Harper was a shining example of the type of citizens they'd like to see in the community. He thanked Mr. Harper for always sharing his positivity with the community and in the Town Board meetings.

Mrs. Endersby spoke of learning of the Point of Light Award. She added that to have Pahrump represented by Mr. Harper would not only shine a light on all of his achievements but represent the community very well.

Dr. Waters said the 10th annual Governor's Points of Light Awards Luncheon would take place in Las Vegas on October 27th.

Public comment was heard with one (1) speaking for the motion.

Mr. Harper spoke saying he was very humbled and would try to do the best he could to represent Pahrump. He said although he didn't know if he was worthy to receive such an award and it was an honor to even be thought of and he would do the best he could to represent Pahrump. He added it was the little things in life that made a difference as what we do as adults will make big differences in the lives of children.

Motion carried, 5-0.

8. Discussion and Possible Decision to Adopt Ordinance No. 64 to Repeal Animal Control Ordinances and Other Matters Properly Related Thereto.

Mrs. Parker stated the process to repeal this ordinance had begun in September as the Town did not have the staff to enforce an animal control ordinance and while the County did have the staff they could not enforce their own ordinance as a Town ordinance prevailed.

**Mrs. Parker motioned to adopt.
Dr. Waters seconded.**

Mrs. Endersby said it had been suggested to her by citizens that if the Town had an ordinance which conformed to the County there wouldn't be a concern about compliance between the two. She suggested the Town look into something to this effect at some point.

Mr. Kohbarger stated the judge who had brought this issue to light did so because the income from animal ordinance enforcement had gone to the Town because of the ordinance jurisdiction, however, with the County as enforcers they should receive the funds.

Mr. Kulkin asked Commissioner Borasky to speak on how the Town could get involved in the creation of a County Ordinance. Commissioner Borasky came forward and stated that ordinances are done in a public meeting and the Town Board was invited to participate in such meetings as their input was valued. He also spoke of working together to get more accomplished.

Public comment was heard with one (1) speaking for and one (1) speaking neither for nor against.

Motion carried, 5-0.

9. Discussion and Possible Decision Consent agenda items:

- a. *Action – Approval of Town Vouchers.*
- b. *Action – Approval of Town Board Minutes for June 28, 2011.*

Mrs. Parker motioned to approve.

Dr. Waters seconded.

Mrs. Endersby asked four minor changes be made to the minutes.

Mrs. Parker motioned to approve with suggested changes.

Dr. Waters seconded.

Motion carried, 5-0.

10. Future Meetings/Workshops: Date, Time and Location

Mr. Kohbarger announced the final business license workshop to take place July 14th from 6pm at the Chamber of Commerce.

11. Staff's Comments

There were no comments from staff.

12. Town Board Member's Comments

Mrs. Parker made mention of the new Twitter account which had been giving up to date information throughout the meeting.

She also stated during fireworks some citizens had chosen to park in front of the fire station bays and were not happy to move their vehicles despite the possibility of an emergency. She suggested the following year large “no parking” letters be painted in front of the bay doors to ensure emergency fire vehicles were not blocked in.

Mr. Kulkin mentioned the Bob Ruud Community Center Task Force for anyone wanting to be part of the decision making process. He also said he felt the theme park would help provide a better future for the young people of the community.

Mrs. Endersby shared she had been invited to a White House community leaders briefing series for Nevadans who were grassroots leaders to hear directly from Whitehouse representatives about what the President's priorities and initiatives were. She said she was very honored and thrilled she had been given this invitation and would be attending the series as a community citizen using her own funds to pay for the trip. She added she was thrilled to be able to visit Washington DC for the first time.

Mr. Kohbarger asked Mrs. Endersby to bring the need for land bills for the airport to the attention of Senator Reid and Senator Heller if it didn't agitate any other members of the Board. He said it would be very much appreciated should she be granted the availability to do this.

As each member of the Board showed support for this proposition, Mrs. Endersby said she would be joining Senator Reid for lunch and would do her best to get the matter to the attention of the Senators' staff.

Dr. Waters thanked everyone for attending the Town Board meeting.

Mr. Darby said it had come to his attention there were some incidences of violation of Open Meeting Law saying these practices needed to be curtailed. This included "walking meetings". He asked Board members to make sure if a member spoke to them about an agenda item they had not also spoken with another Board member about the same item. He said this was to protect Board members.

He added that if he was going to curtail the speech of the public he would also need to curtail the speech of the Board.

Lastly, he thanked all for being in attendance.

13. Adjournment

Mr. Darby adjourned the meeting at 9:01pm.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 7/8/2011	<u>DATE OF DESIRED BOARD MEETING</u> 7/26/2011
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Approval to accept the resignation of Mrs. Sandra Darby from the Pahrump Boundary Line AB.

Consent Agenda Item

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached e-mail from Mrs. Darby.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Public Lands A B

SPONSORED BY:

Pahrump Town Board

Print Name

Pahrump Town Board

Signature

400 N. Hwy 160

Mailing Address

(775) 727-5107 ext.

Telephone Number

From: Sandra Darby [<mailto:libertylayers@live.com>]
Sent: Friday, July 08, 2011 12:28 PM
To: KOHBARGER
Subject: resignation from county line advisory board

I would like to submit my resignation to the move the county line advisory board. I cannot work with the town board member who is the liaison. I am tired of his name calling of people. He continually says we must be professional and yet refers to people as "my junkyard dog" - you; welfare recipients - CCSC, etc. I am a professional and I get tired of his continual insults. Please submit my resignation to the next town board meeting available. This is not "his" town, it is everyone's town including you, me, and the other 30,000 plus. I can work with people I don't agree with but I cannot work with someone I don't trust.

Thank you Bill. You have a great weekend.

Sandi Darby
Central Rep, Nevada State Libertarian Party
Secretary, Nye County Libertarian Party

["A democracy is nothing more than mob rule, where fifty-one percent of the people may take away the rights of the other forty-nine."](#) Thomas Jefferson.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 7/11/2011	<u>DATE OF DESIRED BOARD MEETING</u> 7/26/2011
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Approval of awarding a Grant to the Pahrump Tourism and Convention Council
Advisory Board in amount not to exceed \$36,050 from the Tourism Room Tax Fund
for supplemental funding to implement the Nevada Commission on Tourism marketing
projects. Consent Agenda Item

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached copy of a memo from Mrs. Kelly Buffi.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mrs. Kelly Buffi, PTCC Chairman

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107
Telephone Number

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

TO: Town Board

FROM: William A. Kohbarger, Town Manager
Kelly Buffi, Chairperson, Pahrump Tourism and Convention Council

DATE: Wednesday, July 20, 2011

RE: To Accept and Approve Supplemental Funding for (7) Seven NCOT/PTCC Grant Marketing Projects not to exceed \$36,050 and payable from the State Tourism Room Tax Fund.

1.) Background

The PTCC has reviewed and recommended the approval of seven grants for the Town of Pahrump. These grants will fund national and regional tourism marketing of Pahrump via magazine ads and brochure distribution and newly developed collateral, tourism website and promotional video. The Nevada Commission on Tourism will provide matching grant funds for each Town of Pahrump request. This is the eighth year NCOT has awarded our community matching grants.

In previous years four of these grants have been presented by the Pahrump Valley Chamber of Commerce. However, in the past year the Town of Pahrump has established a presence in Tourism and dedicated a staff member to handling such endeavors. Below is a summary of the individual grant amounts and proposed uses.

- a) \$ 3,000 – Certified Folder Display for promotional material distribution to Utah, California and other out of market locations. (NCOT grant match amount: \$ 2,500)
- b) \$ 3,800 – RV Journal for a quarter page display ad and visitor information listing for 4 quarters with the objective of increasing tourism in Pahrump. (NCOT grant match amount: \$ 1,550)
- c) \$ 8,500 - Nevada Magazine for placement of four ½ page, 4 color ads to promote the Town of Pahrump in conjunction with Nevada Commission on Tourism and the State of Nevada. (NCOT grant match amount: \$ 3,900)
- d) \$ 5,700 - Woodall's Campground Directory for a quarter page display ad and a banner ad on Woodall's website to promote Pahrump as a great RV destination. (NCOT grant match amount: \$ 2,450)
- e) \$12,500 - Town Collateral. 100,000 each, 3 panel, 12x9, folds to 4x9 brochure. The collateral piece is vital for the promotion and display of the Town of Pahrump. This sales tool is useful in every aspect of selling our destination and displaying our various property locations and attractions. The Town of Pahrump has used collateral

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 7-26-11

from the Chamber of Commerce in the past and that is no longer an option. (NCOT Grant Match Amount: \$ 5,000)

- f) \$31,000 – Tourism Website. The objective of the website is to increase tourism, extend overnight stays and enhance the visitors stay in the Pahrump Valley. The website will include Hotels, RV Parks, Casinos, Dining, Attractions and day trips including itinerary planning and mileage calculations. The Town of Pahrump is marketing itself as a premier RV destination and hub location to multiple Nevada adventures. The website will feature these local attractions as well as area attractions in the State of Nevada. (NCOT Grant Match Amount: \$ 5,400)

- g) \$16,000 – Pahrump Promotional Video. Three promotional videos of the Pahrump Valley designed to encourage tourism to the area by showcasing amenities and attractions within the valley and by highlighting regional attractions within a 1-2 hour drive of Pahrump. To include three videos: 1) 5-6 minutes in length; 2) 60 seconds in length; 3) 30 seconds in length. The intended uses are for Town and tourism websites, Facebook, You Tube and other media channels, large and small screen display at trade shows and loaded to a flash drive for tour and travel industry distribution. (NCOT Grant Match Amount: \$ 2,500)

2.) Fiscal Impact

There are sufficient funds available in the Pahrump State Tourism Room Tax Fund for these grants. Like NCOT, the PTCC grants are administered on a reimbursement basis upon submission of receipts and required grant evaluation forms.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board **Accept and Approve Supplemental Funding for (7) Seven NCOT/PTCC Grant Marketing Projects not to exceed \$36,050 and payable from the State Tourism Room Tax Fund and All Matters Properly Related Thereto.**

If you have any additional questions, we would be happy to answer them.

Attachments – Summary FY12 PTCC/NCOT Grant Spreadsheet.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
7/11/2011

DATE OF DESIRED BOARD MEETING
7/26/2011

CIRCLE ONE: Action Item

Non-Action Item

Presentation

ITEM REQUESTED FOR CONSIDERATION:
Staff's Comments

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Staff

SPONSORED BY:

Pahrump Town Board
Print Name

Pahrump Town Board
Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107
Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
7/7/2011

DATE OF DESIRED BOARD MEETING
7/26/2011

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Adjournment

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
Good Night Town Board, Citizens and Staff.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

Pahrump Town Board
Print Name

Pahrump Town Board
Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107
Telephone Number